

Request Number: 3271

Request Fields

Requester's Name

Samuel Sinyangwe

Email

77108-93932654@requests.muckrock.com

Description of records to view

To Whom It May Concern: Pursuant to the Florida Sunshine Law, I hereby request the following records: 1. The total number of police use of force incidents, broken down by type of force used, between 2013-2018 (separated by year). 2. The total number of people that police used force against, between 2013-2018 (separated by year). 3. A copy of all complaints reported by civilians against police between 2013-2018. 4. A copy of any documents indicating whether the civilian complaints identified in request #3 were sustained. 5. The policy manual of the police department. 6. The current union contract between the city and any police unions. 7. All records regarding police shootings (including fatal police shootings, non-fatal police shootings and police shootings at a civilian that missed) between 2013-2018, including incident-level information specifying the date of each incident, race and gender of all subjects involved, what weapon if any they were armed with, any injuries or deaths resulting from the incident, the names of all officers involved, whether administrative investigations found the incidents to be justified under police department policy and any disciplinary actions taken against the officers as a result of the incident. 8. All records regarding civilian deaths or serious injuries resulting from police use of force between 2013-2018, including incident-level information specifying the date of each incident, race and gender of all subjects involved, what weapon if any they were armed with, any injuries or deaths resulting from the incident and the names of all officers involved. The requested documents will be made available to the general public, and this request is not being made for commercial purposes. In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not. Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 10 business days. Sincerely, Samuel Sinyangwe

Description of copies requested

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Copy Type

Copies

Date of request

7/12/19

Employee Assisting

SC

North Miami Police Department Control of Persons

Type	2013 Totals
Incidents	44
Officers Involved	63
K-9	0
Firearm	0
Physical	32
Asp	0
OC Spray	0
Less Lethal Round	0
Taser	28
Non-Lethal Weapons	60

Type	2014 Totals
Incidents	38
Officers Involved	58
K-9	0
Firearm	0
Physical	38
Asp	0
OC Spray	0
Less Lethal Round	1
Taser	15
Non-Lethal Weapons	54

North Miami Police Department
Control of Persons

Type	YTD 2015
Incidents	31
Officers Involved	32
K-9	
Firearm	
Physical	23
Asp	
OC Spray	
W of Opportunity	
Taser	9
Non-Leth Weapons	33

North Miami Police Department **Control of Persons**

Type	YTD 2016
Incidents	22
Officers Involved	29
K-9	1
Firearm	
Physical	16
Asp	
OC Spray	
W of Opportunity	
Taser	6
Non-lethal Total	6

North Miami Police Department

Control of Persons

Type	YTD 2017
Incidents	23
Officers Involved	30
K-9	1
Firearm	
Physical	16
Asp	1
OC Spray	
Wpn. of Opportunity	
Taser	5
Less Lethal Shotgun	
Non-Lethal Total	5

North Miami Police Department **Control of Persons**

Type	YTD 2018
Incidents	15
Officers Involved	22
Firearm	
K-9	
Physical	11
Baton	
ADS	
Wpn. of Opportunity	
Taser	4
Beanbag Shotgun	
Non-Lethal Total	4

North Miami Police Department Unit-Level Civilian Complaints

2013				
U.C. Case #	Complainant	Type of Complaint	Employee	Final Disposition
2013-01	Telesha Jones	Improper Procedures	Horn, B	Not Sustained
2013-02	Andrea Hibbert	Improper Procedures	Pittman	Not Sustained
2013-03	Yole Bissainthe	Improper Procedures (city vehicle)	Campbell, L	Sustained Formal Couns.
2013-04	Michael Rainer	Refusal to write report	Dominguez, P	Not Sustained
2013-05	Vanessa Martinez	Improper Procedures	D. Quiros	Not Sustained
2013-06	Ras G. Cates	Racial Profiling	N. Perez	Not Sustained
2013-07	Ociete Etienne	Excessive Force	Unk	Not Sustained
2013-08	Joseph, Johnny J.	See Attached Letter	Holmes, T	Exonerated
2013-09	Martinez, Marco V.	Discourtesy	Dominguez, P	Exonerated
2014				
U.C. Case #	Complainant	Type of Complaint	Employee	Final Disposition
2014-01	Bastien, Marleine	Discourtesy	Ramirez, S.	Not Sustained
2014-02	Janvier, Jonas	Discourtesy	Carter, Erica	Not Sustained
2014-03	Barreiros, Salvador	Discourtesy	Brinson, A.	Not Sustained
2014-04	Celestin, Ruthy	Asleep on Duty	Ruggerio, K.	Sustained (?)
2014-05	O'Sullivan, Kerri	Discourtesy & Intimidation	Bryant, A.	Unfounded/Sustained Discourtesy, Verbal Couns.
2014-06	Dorsey, Hencle	Discourtesy	Hurtado	Exonerated
2014-07	Kelly, Joycelyn	Lack of Police Services	Kuhs, E.	Exonerated
2015				
U.C. Case #	Complainant	Type of Complaint	Employee	Final Disposition
2015-01	Anonymous	Asleep on Duty	Ruggerio, K.	Not Sustained
2015-02	Rappaport, Ziv	Lack of Police Services, Disc.	Mori, E	Exonerated
2015-02	Rappaport, Ziv	Lack of Police Services, Disc.	Raquejado, A	Exonerated
2015-03	Valentine, Jathiyah	Discourtesy	Petithomme	Unfounded
2015-04	Hayes, Zipporah	Racial Discrimination	Cuevas, N	Unfounded
2015-05	Swift, Greg J.	Improper Action or Procedure	UNK	See AR 15-05
2015-06	Verduga, Kepler	Discourtesy	Holmes, T	Information Only
2015-07	McLaw, Patrick	Discourtesy	Korland, R.	Exonerated

2016			
U.C. Case #	Complainant	Type of Complaint	Employee Final Disposition
2016-01	Sierrah Stokes	Discourtesy	Korland & Johnson Unfounded
2016-02	Anjelica Louis-Jeune	Improper Use City Vehicle	Sustained (vehicle suspension 1 mo
2016-03	Martin, Marcus	Excessive Detention and Cits.	Exonerated
2016-04	Leavitt, Michael	Improper Action	Not Sustained
2016-05	Pradel Vilme	Discourtesy	Exonerated
2016-06	Moses Tarnica	Discourtesy	Not Sustained
2016-07	Oles Louis	Excessive Detention / Discourtesy	Exonerated on Detention & Not Sustained on Discourtesy
2017			
U.C. Case #	Complainant	Type of Complaint	Employee Final Disposition
2017-01	Candice Dean	Discourtesy	Carter, E. Not Sustained
2017-02	Glenda & Katherine Defas	Lack of Police Services	Holmes, T. Unfounded
2017-03	Olivia Bennett	Discourtesy	Mirjah, F. Exonerated
2017-04	Cynthia Lubin	Lack of Police Services	Gonzalez, S. Sustained / Verbal Counseling
2017-05	Darvin Johnson	Discourtesy & Expletive Remark	Johnson, N. Unfounded
2017-06	Ronald McCray	Discourtesy & Improper Action	Rolle, O. No Sustained
2017-07	Mayvit Sanchez	Discourtesy & Lack of Police Sys.	Bermudez, R. Not Sustained
2017-08	Dontraey Oliver Johnson	Discourtesy	Johnson, N. Sustained / Verbal Counseling
2018			
U.C. Case #	Complainant	Type of Complaint	Employee Final Disposition
2018-01	Leslye Senecharles	Discourtesy / Innacurate Report	Mori E. / Murphy A. Sustained Discourtesy Written Counseling (Mori), Not Sustained (Murphy)
2018-02	Alejandro Morlans	Discourtesy(both) / Smoking (Ant.)	Antoine, J. & Quintero, O Sustained / A, F counseling / Q. Vcour
2018-03	Michelle Stone	Improper Action & Discourtesy	Norfleet, S. Sustained on Both / Written Reprem.
2018-04	Nasir D. Dean	Citation Dispute & Improper Action	Marti, E. PSA Exonerated / Not Sustained

North Miami Police Department Internal Affairs Civilian Complaints

I.A. Case #	Complainant	Type of Complaint	Employee	Final Disposition
13-01	Larry Moore	Discourtesy	D. Quiros	Not Sustained
13-02	Karina Lopez	Improper Procedure	F. Desir	Information Only
13-04	Johnson, Winston	Theft & Excessive Force	Jean-Baptiste/Dolly/Torres	Information Only
13-05	Celestin, Odilon	Excessive Force & Discourtesy	Aledda/Bernadeau	Exonerated (A) / Not Sustained (B)
13-06	Amaroise, Verlande & Joseph, J	Excessive Force	Belcher, Timothy	Information Only
13-08	Torrey Grissette	Police Misconduct	Unmuth, Steven	Sustained on Media Policy Violations, Written Reprimand
I.A. Case #	Complainant	Type of Complaint	Employee	Final Disposition
14-01	Prisoner	Excessive Use of Force	Torres, Orestes	Exonerated
14-02	Marie Brignol	Conduct Unbecoming/ FCIC Miuse	Antoine, Jodylyn	Sustained, Suspended
14-04	Corujo/Baez	Conduct Unbecoming	Coffee, Larry	Sustained, Suspended 1 day
I.A. Case #	Complainant	Type of Complaint	Employee	Final Disposition
15-01	ASA, John Perikles	Conduct Unbecoming	Miranda, Carlos	Not Sustained
15-02	Charlemange, Emmanuel	Excessive Force, False Arrest, Theft	Sgt. Brooks, K. + Unnamed	Exonerated and Unfounded (2x)
15-03	Jackson, Jeremy	Excessive Force	Sgt. Holmes, Tory	Not Sustained
15-04	Montina, Nickertine	Warrantless Search, Destruction of Property, and Mori, E. & Raines, W.		Not Sustained but/ Sustained on Other Findings, Verbal Counseling
15-05	Jean, Wilner	Improper Action / Unauthorized Entry	Bony, M. & Pineda, M.	Exonerated and Not Sustained
15-06	Jean, Wilner	Improper Action / Damage to Private Property	Ferras, J. & Chin, M.	Not Sustained
15-07	Underwood, Charles	Excessive Force	Antoine, J.	Exonerated
15-08	Gutierrez, Marco	Intimidation, Improper Detention	Unmuth, S.	Not-Sustained / Exonerated

I.A. Case #	Complainant	Type of Complaint	Employee	Final Disposition
16-02	Thomas Scotto	Excessive Force / Lack of Police Services	Sgt. Estrugo (Both) Korland (Ser)	Exonerated on Exc. Force, Sustained on Lack of... Verbal Counseling
16-03	Stanley Serrazin	Excessive Force	Ofc. Bernadeau, A.	Information Only
16-04	Thomas Scotto	Official Misconduct (tow co. payment)	Sgt. Estrugo & Unk. PSA	Information Only
16-05	Jacques Lallane	Improper Action	Ofcs. Bony & Unk. Officer	Information Only
16-07	Sean Kendig	Excessive Force & Unlawful Entry	Det. Perez, N.	Unfounded
16-08	Kary Johnson and Richard Cab	Failure to Report LEO Vehicle Crash / Smoking	Ofc. Jones, S.	Sustained / Written Counseling
16-09	Anonymous	Conduct Unbecoming (Improper Email)	Ofc. Korland, R.	Sustained Svrl. Policies / Written Counseling
I.A. Case #	Complainant		Employee	Final Disposition
17-02	Horacio Campos	Excessive Force	Torres, O. & Zuniga, A.	Information Only
17-06	BSO Capt. Tianga	Violatio of Court Admin Rule & Conduct Unbec	Ofc. Jones, G.	Exonerated
17-07	A/C R. Bage	Lack of Supervision & Excessive Force	Sgt. Holmes, T. & Ofc. Calderon, JP	(H) Sustained / (C) Not Sust but Sustained on
17-08	David Arias	Conduct Unbecoming (Threatening Remark)	Ofc. Rolle, O.	Not Sustained

None for 2018



NORTH MIAMI POLICE DEPARTMENT

STANDARD OPERATING PROCEDURES



USE OF FORCE 300.16

EFFECTIVE DATE: 10-17-18

APPROVED: 
Chief of Police

SUPERSEDES: 02-10-09

CFA: 4.01, 4.02, 4.03, 4.04
4.05, 4.06, 4.07, 4.08

CONTENTS:

CLA: 4.1.1, 4.1.2, 4.1.3, 4.1.4,
4.1.5, 4.2.1

- I. Purpose
- II. Policy
- III. Scope
- IV. Definitions
- V. Use of Force
- VI. Lethal Force
- VII. Less-lethal Force
- VIII. Less-lethal Weapons
- IX. Reporting Measures
- X. Training

Appendix A: Decision-Making Model

I. PURPOSE

To establish guidelines governing the use of force and its limitations, and to clearly describe prohibited activities, in accordance with FS 776.05 and progressive policing practices. **CFA 4.01**

II. POLICY

Officers will use the Critical Decision-Making Model (CDM) (see Appendix A) to assist them in determining the appropriate action and response for resolving incidents. The four elements of the CDM core are:

- Police ethics
- Agency values
- Concept of proportionality
- Sanctity of all human life

Officers are expected to use de-escalation tactics, when it is safe for them to do so under the totality of circumstances.

When properly qualified, sworn personnel may carry Department approved firearms when working on and off-duty, and when not working. Less-lethal weapons will be utilized, when working in an on-duty capacity only, to include working off-duty police jobs, with the exception of the Expandable Baton, which can be carried when an officer is not working. All personnel are required to comply with Department procedures and must have completed the necessary Department training for each weapon carried, as well as the completion of the Florida Basic Recruit Training Program, or its equivalent, prior to assignment in any capacity in which a sworn member is allowed to carry a firearm or is in any position to make an arrest. **CFA 4.03, 4.05, CFA 4.06**

III. SCOPE

This policy applies to all members of the Department.

IV. DEFINITIONS

- A. Lethal Force: Any force likely to cause death or great bodily harm.
- B. Last Resort: Based on the specific circumstances, the type of threat, and the amount of time to react, the officer has considered all practical means available to avoid using lethal force.
- C. Reasonable Belief: A state of mind supported by circumstances strong enough to warrant a cautious and prudent person to make a similar judgment. Facts and circumstances within the officer's knowledge, and of which s/he has reasonable information, are sufficient in themselves to justify a person to act in a similar manner under similar circumstances. The elements of reasonable belief include the officer's own experience and training, as well as the facts of the situation known or perceived by the officer at that time. **CLA 4.1.2**
- D. Serious Physical Injury: A bodily injury that creates substantial risk of death; causes serious, permanent disfigurement; or results in long-term loss or impairment of the functioning of any bodily member or organ.
CLA 4.1.2
- E. Less-lethal weapons: Weapons that are primarily used to control a subject, such as the Conducted Electrical Weapon (CEW), Expandable Baton, Aerosol Deterrent Spray (ADS), Bean Bag Shotgun, or other weapons of opportunity available to an officer in an emergency situation.

- F. Proportionality: Involves directing officers to do the following: **CLA 4.1.1**
1. Use only the level of force necessary to mitigate the threat and safely achieve lawful objectives;
 2. Consider, if appropriate, alternate force options that are less likely to result in injury, but will allow officers to achieve lawful objectives; and,
 3. Consider the appropriateness of officers' actions. The concept of proportionality does not mean that officers, at the moment they have determined that a particular use of force is necessary and appropriate to mitigate a threat, should stop and consider how their actions will be appropriate and proportional as they approach an incident, and they should keep this consideration in their minds as they are assessing the situation and deciding how to respond. Proportionality also considers the nature and severity of the underlying events.
- G. De-escalation: Tactics that include using distance and cover, tactical repositioning, slowing down situations that do not pose an immediate threat, calling for a supervisor and other resources to be brought to the scene, and similar actions and tactics. **CLA 4.1.1**
- H. Empty-handed Defensive Tactics: Any strike or combination of strikes where the head, shoulder, elbow, fist, fingers, knees or feet are utilized on a subject to stop aggression towards the officer, another officer or a citizen, or to gain control of a subject or effect an arrest. Any leverage-based tactics to gain control of a subject such as an arm bar or shoulder lock; or a takedown or a sweep are also empty-handed tactics.
- I. Less-lethal Force: Less-lethal force is force other than that which is considered lethal force. Less-lethal force is distinguishable from lethal force in that it is not intended or reasonably likely to result in death or great bodily harm in most cases.
- J. Totality of Circumstances: The facts and circumstances known to the officer at the time, or reasonably perceived by the officer, and serve as the basis for the officer's decision to use force.
- K. Objective Reasonableness: The reasonableness of a specific use of force is based on the totality of circumstances (i.e. the seriousness of the offense, the level of threat or resistance demonstrated by the subject, or the danger the subject presents to the officer or others) known to the officer at the time of the use of force. The reasonableness must be judged from

the perspective of a reasonable officer on the scene, rather than with hindsight.

- L. Critical Decision-Making Model (CDM): A five-step critical thinking process, built around the core values of the Department and the policing profession. The CDM will guide the officer through a process of collecting information; assessing the situation, threats, and risks; considering police powers and agency policy; identify options and determining the best course of action; and acting, reviewing and reassessing the situation.
- M. Passive resistance: A subject's verbal and/or physical refusal to comply with an officer's lawful direction causing the officer to use physical techniques to establish control.

Some examples of passive resistance include the following:

1. The subject refuses to move at the officer's direction,
2. The subject peacefully protests at a political event in a public location,
3. The subject refuses to take his hands out of his pockets or from behind his back, at the officer's direction.

- N. Active resistance: A subject's use of physically evasive movements directed toward the officer such as bracing, tensing, pushing, or pulling to prevent the officer from establishing control over the subject.

Some examples of active resistance include the following:

1. Subject physically anchors himself to a person or object to prevent himself from being removed, or;
2. The subject braces or pulls away from the officer when the officer grips the subject's arm, or;
3. The subject attempts to run when the officer touches or attempts to grab the subject's arm or shoulder.

- O. Aggressive resistance: A subject's attacking movements toward an officer that may cause injury, but are not likely to cause death or great bodily harm to the officer(s) or others.

Some examples of aggressive resistance include the following:

1. The subject balls up his fists and approaches the officer in a threatening manner;
 2. The subject pushes the officer back as the officer tries to take the subject into custody.
- P. Lethal-force resistance: A subject's hostile, attacking movements with or without a weapon that create a reasonable perception by the officer that the subject intends to cause, and has the capability of causing, death or great bodily harm to the officer or others.

Some examples of lethal-force resistance include the following:

1. A subject refuses to drop a knife when ordered to by the officer and moves toward the officer.
 2. A subject shoots or points a gun at an officer or other person.
- Q. Ripp Hobble: A restraint device used to prevent a combative arrestee or person in crisis from kicking at officers and/or other objects. When used in tandem with handcuffs, it places the arrestee or person in crisis in a total appendage restraint position (T.A.R.P.)

V. USE OF FORCE

USE OF FORCE: Officers are confronted with situations where control must be exercised to effect an arrest or ensure public safety. When confronted with various kinds of cooperative, passive, non-cooperative, hostile, aggressive, and dangerous subjects, officers shall use only the force necessary to effect lawful objectives. The degree of control used depends on all factors, including what the officer perceives as reasonable and necessary under the circumstances. Control may be achieved through presence, dialogue, verbal direction, physical force, intermediate weapons, incapacitation, and lethal force. An officer may use that force which s/he reasonably believes necessary to defend him/herself or others from bodily harm, or effect lawful objectives, in accordance with FS 776.05.

- A. DE-ESCALATION: In many critical incidents, de-escalation is the preferred, tactically sound approach. **CLA 4.1.1**

Officers will use de-escalation techniques to prevent or reduce the need for force when it is safe and feasible to do so based on the totality of the circumstances. This includes continually assessing the situation and modifying the use of force as circumstances change and in ways that are

consistent with officer safety. Examples of de-escalation techniques include but are not limited to:

1. Exercising persuasion and advice, and providing a warning prior to the use of force, when it is safe.
 2. Determining whether the officer may be able to stabilize the situation through the use of time, distance, or positioning to isolate and contain the subject.
 3. The use of distance and cover, tactical repositioning, 'slowing down' situations that do not pose an immediate threat, calling for supervisor and other resources. In certain critical incidents, officers may consider 'buying time' to assess the situation and their options, bring additional resources to the scene, and develop a plan for resolving the incident without the use of force or only the force necessary to mitigate the threat.
- B. **PROPORTIONALITY:** Officers shall balance the totality of the circumstances, known to or perceived by the officer at the time, with the severity of the offense committed and the subject's level of resistance. Proportional force does not require officers to use the same type or amount of force as the subject. The more immediate the threat and the more likely that the threat will result in serious physical injury or death, the greater the level or force that may be proportional, objectively reasonable, and necessary to counter it. **CLA 4.1.1**
- C. **RENDERING AID:** After any use of force and as soon as reasonably possible, officers will assess subjects for injuries and provide the appropriate medical aid. Officers must ensure the situation is safe before providing aid to subjects. Officers must immediately request medical assistance if subjects show signs of injury or complain of injury following any use of force. **CFA 4.08 CLA 4.1.5**
- D. **DUTY TO INTERVENE:** Officers will intervene, if a reasonable opportunity exists, when they know or should know another officer is using unreasonable force.
- E. **SUPERVISOR RESPONSIBILITY:** Unless there are extenuating circumstances, a supervisor will immediately respond to any scene where:
1. A weapon (including a firearm, edge weapon, rocks, or other improvised weapon) is reported;
 2. Where a dispatcher or other member of the Department believes there is potential for significant use of force;

3. Where a person experiencing a mental health crisis is reported; and death or serious bodily harm may be imminent.
4. In the event of apparent serious injury, supervisors will immediately make notification to the respective Section Major.

VI. LETHAL FORCE

A. Lethal force shall be used only when: **CLA 4.1.2**

1. There is an imminent danger of death or serious physical injury to the officer or another person, or;
2. To prevent the escape of a fleeing subject if there is probable cause to believe:
 - a. The subject has committed a felony involving the infliction or threatened infliction of serious bodily injury or death, and;
 - b. The escape of the subject would pose an imminent danger of death or serious bodily injury to the officer or to another person.
3. An officer may use lethal force to protect himself/herself from the use or threatened use of ADS/CEW when the officer reasonably believes that lethal force will be used against him/her if the officer becomes incapacitated. This will be based on if an officer's exposure to oleoresin capsicum (OC Spray)/ADS, or the deployment of a CEW device, and a well-founded fear in the officer, that he/she will be left unable to defend themselves or others once these weapons are utilized against them.

B. Restrictions on the use of Lethal Force:

1. Discharging a Firearm at a Vehicle: A police officer should make every effort not to place him/herself in a position of danger when attempting to approach or pursue a motor vehicle, and should make every effort to avoid a situation in which the use of a motor vehicle would pose a threat of death or serious physical injury to the officer.

Shooting at or from a moving vehicle is prohibited except:

- a. When someone inside the vehicle is using or threatening lethal force by means other than the vehicle itself; or

- b. As a last resort, to prevent the imminent death or serious physical injury to other persons when the officer has probable cause to believe that the driver is or will be utilizing the vehicle as a weapon to inflict mass casualties.
2. Individuals Who Pose a Danger Only to Themselves: Officers must carefully consider the use of less-lethal options against individuals who pose a danger only to themselves and not other members of the public or to officers. Officers should exercise considerable restraint to wait as long as necessary so that the situation can be resolved peacefully. Officers are never authorized to use lethal force against individuals who pose a danger only to themselves.
3. Warning Shots: Warning shots are **prohibited** as they pose a danger to officers and citizens alike. **CFA 4.04 CLA 4.1.3**
4. Neck Restraints: The Lateral Vascular Neck Restraint (LVNR) is not authorized for use as a less-lethal force option, and shall not be used by any member as a control technique. This does not exclude the use of the LVNR in situations where the use of lethal force is justified.
5. Officers are not authorized to fire their firearms in order to subdue an escaping subject who presents no imminent threat of death or serious injury.
6. Lethal force may never be used for the protection of property.

VII. LESS-LETHAL FORCE

Less-lethal force is force that is not known or expected to create substantial risk of death or serious bodily harm. Less-lethal force may be used to gain compliance when effecting an arrest, preventing escape from lawful custody, and in defense of self or others from injury or assault.

- A. Examples of resistance may include:
 1. A subject taking an offensive or a physically resistant action, such as a subject standing at the ready and menacing with an object, device, or material capable of inflicting injury;
 2. A person using bodily force such as punching, striking, scratching, grabbing/holding;

3. A subject using active resistance to being taken into custody or presenting an imminent biohazard threat such as spitting or throwing a biohazard at the officer, or attempting to do so;
 4. A subject evading custody;
 5. A subject attempting to harm himself (ingesting narcotics, suicide attempt);
 6. A subject making explicit verbal threats to injure the officer or others, and the officer reasonably believes the person will carry out the threat;
 7. The officer objectively and reasonably perceives an actual or imminent threat to self, others or evidence.
- B. Weaponless Strategies: Officers may use weaponless strategies to control a person. These may include:
1. Open hand control;
 2. Use of an officer's body part(s) to strike a person;
 3. Use of joint manipulation and/or pressure point techniques;
 4. Wrestling with a person;
 5. Actively holding/pinning a person against the ground or other fixed object;
 6. Any deliberate force which may cause injury to a person, or causes a person to fall or collide with an object;
 7. Any other less-lethal physical action required to control a resistant, combative, or violent person.

VIII. LESS-LETHAL WEAPONS

Weapon(s) that are not fundamentally designed to cause death or serious bodily harm. Some examples of less-lethal weapons include: **CLA**

4.1.4

- Conducted Electrical Weapons
- Expandable Baton

- Aerosol Deterrent Spray
- Bean-bag shotguns

Less-lethal weapons are not to be used as an alternative to de-escalation. Instead, less-lethal tools and equipment are intended to provide officers with options when they encounter individuals who are aggressive and unarmed, or armed with a weapon other than a firearm, and who present a threat to officers or others.

A documented **inspection of all less-lethal weapons** will be conducted to ensure expiration dates are not exceeded, as well as weapon functionality. Inspections will be conducted annually, at a minimum. **CFA 4.06**

A. CONDUCTED ELECTRICAL WEAPON (CEW)

The CEW, upon deploying, transmits electrical pulses into the body of the subject, creating electro-muscular disruption. The result is a temporary loss of the subject's neuromuscular control and any ability to perform coordinated action.

The CEW may be deployed when a subject exhibits aggressive resistance in a manner that, in the officer's judgment, is likely to result in injuries to themselves or others, or when the subject's resistance would require officers to use a greater level of force in order to gain compliance.

Fleeing should not be the sole justification for using a CEW against a subject. Personnel should consider the severity of the offense, the subject's threat level to others, and the risk of serious injury to the subject before deciding to use a CEW on a fleeing subject.

1. Usage guidelines: The CEW is to be used as an additional law enforcement tool. It is not intended to replace firearms or other methods of self-defense. A subject's actions, including body language and verbal statements, will be taken into consideration before deploying the CEW.
 - a. The CEW will be deployed in accordance with the Force Guideline Flowchart as established by the Florida Department of Law Enforcement. Personnel are justified in using physical force for their protection; for protection of another from an imminent physical threat and/or assault; as well as for the protection of an individual who is

making an imminent threat to do bodily harm to oneself and has the apparent ability to carry out the threat.

- b. The CEW should be deployed for one standard cycle (5 seconds). Officers will then evaluate the situation to determine if subsequent cycles are necessary. Personnel should consider that exposure to the CEW for longer than 15 seconds (whether due to multiple applications or continuous cycle) may increase the risk of death or serious injury. Any subsequent applications should be **independently justifiable**, and the risks should be weighed against other options.
- c. Officers are not to intentionally deploy more than one CEW at a time against a subject.
- d. Officers are to provide subjects with a warning prior to activating a CEW, unless doing so would put any person at risk. The warning can be in the form of verbalization, display, laser painting, deterrent mode (arcing), or a combination of these tactics.
- e. When possible, officers should announce to other personnel on scene that a CEW is going to be activated against a subject.
- f. In the event the CEW deployment is ineffective, officers should re-assess the situation and the current status of the threat, and take appropriate, proportional actions. In some cases, that may mean tactically repositioning, getting together as a team, and assessing different options.

2. Usage Criteria: The CEW will **NEVER**:

- a. Be intentionally aimed at the face or eyes of a subject unless as a last resort. The CEW should be aimed at lower center mass, unless circumstances dictate otherwise, and will not be intentionally targeted to other sensitive areas (i.e. head, neck, genitalia). Officers should not target the chest area, specifically, the area near the heart with CEW, given that there is a chance a CEW could induce extra heart beats. Optimal deployment distance is 7-15 feet.
- b. Knowingly be used near flammable gases or liquids, including alcohol-based Oleoresin Capsicum (OC) deterrent

spray. NMPD is currently utilizing water-based Sabre Red Crossfire Spray.

- c. Be used where the potential exists for a subject to suffer extensive harm or injury (such as a fall from a roof or other hazardous situations that could cause severe injury).
 - d. Knowingly be used against pregnant women, elderly persons, young children, and visibly frail persons.
 - e. Be used unreasonably, based upon all circumstances, including the subject's age and physical condition.
 - f. Be used on handcuffed subjects, unless doing so is necessary to prevent them from causing serious bodily harm to themselves or others, and lesser attempts of control have been ineffective.
 - g. Be used against subjects in physical control of a vehicle in motion (i.e., automobiles, trucks, motorcycles, ATVs, bicycles, scooters).
3. Drive-stun method: Officers can use a CEW in a drive-stun mode as pain compliance techniques, only when the subject's resistance would require officers to use a greater level of force in order to gain compliance.
4. Aggressive animals: Officers may use any objectively reasonable force for self-defense, or the protection of others, when encountering an aggressive animal. Officers should attempt to discern fearful behavior from threatening behavior and, when possible, take steps to defuse or mitigate animal encounters.

Officers should consider tactical options and less-lethal weapons when encountering aggressive animals. The use of intermediate less-lethal weapons should be considered as the primary option, if available, when containment or redirection is not practical.

5. After-Use Care for Subjects: Once the subject is handcuffed and in custody, the CEW-trained personnel will, if applicable:
- a. Remove the probes using safety gloves. CEW probes having made contact with a person's body should be treated as a biohazardous material and handled as such. If necessary, the area may be treated with alcohol and an adhesive strip bandage applied.

- b. Provide all subjects who have been exposed to CEW drive-stun or probes a medical evaluation by emergency medical responders in the field or at a medical facility. Any subject who has been exposed to a prolonged application (i.e., more than 15 seconds) should be transported to a medical facility for evaluation. Medical personnel conducting the evaluation should be made aware that the subject has experienced CEW activation, so they can better evaluate the need for further medical treatment.
 - c. Not remove the probes should the CEW probe strike a person in the eye, face, or groin area, or a female in the breast. Persons having been struck in the eye, face, breast, or groin will be transported to an appropriate medical facility. Treatment will be noted on the Control of Persons Report. **CFA 4.08**
 - d. When dealing with a combative subject who has been struck, it is recommended that the probes not be removed until the subject has reached their destination (medical facility or jail). The connected probes are still effective if the officer needs to control the combative subject.
6. Weapon Care: Personnel authorized to carry the CEW will be responsible for its care and maintenance.
- a. The CEW must be stored in the holster when not in use. The CEW will be handled using the same precautions and security used for firearms. Under no circumstances will a CEW be left unattended in any vehicle, except during prisoner processing, in which case the CEW may be secured in the vehicle trunk or locked compartment.
 - b. No alterations, changes, modifications or substitutions shall be made to the CEW. No officer will be permitted to carry any cartridges that have not been authorized by the Department. All repairs will be coordinated by the Master CEW Instructor.
 - c. It is the responsibility of the user to report any malfunction or operation failure to their supervisor immediately.
 - d. Supervisors will have access to spare cartridges and will be responsible for their distribution and tracking.

- e. Officers will carry 2 cartridges on their person.
7. Spark test: To assure functionality and minimize the possibility of a weapon failure during field deployment, it is necessary for officers carrying the CEW to conduct a spark test.
- a. Patrol officers are required to spark test their CEW during roll call. Shift supervisors will be responsible for officers conducting the spark test.
 - b. Other officers in specialized units will be required to spark test at the beginning of their shift. The spark test technique will be consistent with the training received and it shall be the responsibility of the supervisor to make sure the CEWs are spark tested on a daily basis.
 - c. As long as the officer sees a visible spark between the electrodes, there is no need to extend the duration. In most cases this is less than one second.
8. Downloading: The CEW stores deployment data that can be downloaded and documented.

Tactical Deployments: Tactical deployments are deployments with the probes or in a drive-stun method, but does not include Deterrent Mode. All CEWs are subject to inspection and downloading of stored data; however, any time a CEW is deployed, the information will be downloaded by the Master CEW Instructor(s) as soon as practical. Supervisors will be responsible for ensuring that the Master CEW Instructor(s) receives the CEW following an incident.

9. Maintenance: Should the CEW not pass the spark test, or, for any malfunctions, the officer must notify their supervisor immediately. The officer will obtain a Request for Replacement of Equipment form from a Master CEW Instructor. The officer will complete the form, obtain their supervisor's signature and return the form to the Master CEW Instructor. The Master CEW Instructor(s) will download stored data prior to having the CEW repaired.

B. AEROSOL DETERRENT SPRAY (ADS)

ADS is a chemical compound that irritates the eyes to cause tears, pain, and temporary blindness. ADS is considered a response to resistance tool and shall be deployed in a manner consistent with the Force Guideline Flowchart. ADS is a force option following verbal compliance tactics and is a weapon that is not fundamentally designed to cause death or great bodily harm.

The Department will issue ADS, a water-based Oleoresin Capsicum, to provide officers with an optional response to resistance tool for gaining compliance of resistant or aggressive individuals for arrest and other enforcement situations.

Sworn officers and non-sworn personnel, that have been authorized and trained in the ADS, shall use ADS only when necessary for personal defense, and in defense of other persons.

Whenever practical and reasonable, officers should issue the verbal warning 'CLEAR' prior to using ADS against a subject.

Once a subject is incapacitated or compliant, use of ADS is no longer justified.

1. Usage Guidelines: Officers may use ADS when warranted, but only in accordance with the guidelines and procedures set forth herein. ADS may be used when:
 - a. Verbal dialogue has failed to bring about the subject's compliance, and,
 - b. The subject has demonstrated their intention to resist the officer's efforts to make the arrest.
 - c. Confronting aggressive approaching animals.
2. Usage Criteria: It is optional for officers to carry ADS as an additional response to resistance tool, while on duty. However, those wishing to carry ADS must complete an approved course of instruction prior to carrying ADS. This includes each officer being sprayed with ADS. Only Department issued ADS will be utilized. Other usage criteria includes:
 - a. Whenever possible, officers should be upwind from the subject before using ADS and should avoid entering the spray area.

- b. An officer should maintain a safe distance from the subject of between three and fifteen feet.
 - c. A single spray burst of between one and three seconds should be directed at the subject's eyes, with three feet being the minimal recommended deployment distance.
 - d. Use of ADS should be avoided, if possible, under conditions where it may affect innocent bystanders.
 - e. CEWs should NOT be used if ADS is deployed.
3. Effects of ADS:
- a. Within several seconds of being sprayed by ADS, a subject will normally display symptoms of temporary blindness, have difficulty breathing, burning sensation in the throat, nausea, lung pain and/or impaired thought processes.
 - b. The effects of ADS vary among individuals. Therefore, all subjects shall be handcuffed as soon as practical after being sprayed. Officers should use loud, repetitive, verbal commands towards the subject. Officers should also be prepared to employ other means to control the subject, if necessary, consistent with agency policy.
 - c. Immediately after spraying a subject, officers shall begin decontamination and request Fire Rescue to address any injuries. Officers should be alert to any indications that the individual needs emergency medical care. This includes, but is not necessarily limited to, breathing difficulties, gagging, profuse sweating and loss of consciousness. Upon observing these or other medical problems, the officer shall immediately expedite emergency medical aid. The on-duty supervisor will respond to the scene, and document use of ADS. **CFA 4.08**
 - d. Subjects that have been sprayed shall be monitored continuously for indications of medical problems and shall not be left alone while in police custody. If possible, subjects shall be immediately decontaminated on the scene or be transported as soon as practical to the station for decontamination.

- e. Air will normally begin reducing the effects of ADS within 20-30 minutes of exposure. However, once the subject has been restrained, officers shall assist him/her by rinsing and drying the exposed area.
- 4. After-Use Care for Subjects: After the subject has been physically restrained, the first step in decontamination is to remove them from the contaminated area. The officer can then question and observe the subject for any medical concerns. Once the subject is in a safe environment, decontamination can begin as follows: **CFA 4.08**
 - a. Reassure the subject that the effects are temporary and that you will assist in providing relief.
 - b. If appropriate, remove any contaminated clothing and seal in a plastic bag.
 - c. Any clean cloth can be soaked in cool clean water and used to wipe any visible product from the subject's skin. DO NOT RUB THE EYES.
 - d. Provide copious amounts of cool clean water for the eyes and skin. If available utilize a hose with cool clean water ensuring there is not too much pressure. A hose held upright until 1 ½ inches of water deploys will create the proper water pressure for decontamination. The hose should be held over the bridge of the nose aiming horizontally over one eye towards the outside of the face so as not to re-contaminate the other eye.
 - e. If no water source is available, eye strobing will help to speed up the recovery period by creating natural tears. Affected persons should be instructed to close their eyes tightly and then open widely, but not use their hands to assist with opening and closing of the eyes. Only the eye muscles should be engaged to complete this process. The individual should repeat this step numerous times to create a natural flow of tears to reduce dryness and irritation.
 - f. Assistance shall be offered to any individuals accidentally exposed to ADS who feel the effects of the agent.

5. Maintenance:

- a. All ADS devices shall be maintained in an operational and charged state by assigned personnel. Replacements for damaged, expired, inoperable or empty devices are the responsibility of officers to whom they are issued, and the employee's supervisor, upon staff inspection, done every four (4) months.

C. BEAN BAG SHOTGUN AND AMMUNITION

The Bean Bag Shotgun fires a bean bag round, which consists of a small fabric pillow, with a lead round inside. It is designed to deliver a blow that will cause minimum long-term trauma with no penetration, to briefly render a subject immobile. The Department has provided all of the Uniform Patrol Section Commanders and Sergeants with these specialized shotguns that are to be used specifically as a less-lethal force alternative.

1. Usage guidelines: The use of a Bean Bag Shotgun will be considered a less-lethal response on the Force Guideline Flowchart. It may be used to control a person who poses a threat or danger of serious harm to officers or the public, including himself or herself. This includes non-compliant, armed subjects. The goal is to remove the threat with a minimal potential for death or serious injury to all involved.
 - a. Prior to loading, the supervisor shall visually and physically inspect the chamber and magazine of the shotgun to ensure all ammunition is removed.
 - b. The supervisor will then load the Bean Bag Shotgun with the 12 gauge Bean Bag round, while visually and physically ensuring that each round is, in fact, a Bean Bag round. When feasible, a cover officer will assist the supervisor to verify that the appropriate rounds are loaded.
 - c. The Bean Bag Shotgun will only be pointed at the subject's legs, thighs, and buttocks. Intentional aiming at the head, chest or throat area aim shall be prohibited, except where lethal force is warranted.
 - d. Bean Bag Shotguns have easily identifiable bright orange stocks and fore grips and shall only be used to fire less-lethal bean bag rounds of ammunition.

2. Usage Criteria: Incidents where officers confront a dangerous person and all of the following are present:
 - a. The person has the apparent ability to cause serious bodily harm, and;
 - b. Refuses to comply with lawful orders, and;
 - c. Cannot be safely approached by officers using alternative means, such as their Expandable Baton, CEW, or ADS.
 - d. Sufficient distance or cover must be considered. Officers should not place themselves or others in unnecessary or unreasonable danger in deploying the Bean Bag Shotgun. The optimal energy range is 20 to 50 feet. Distances closer than 20 feet present additional danger to officers and may cause serious bodily harm or death. Distances further than 60 feet may result in diminished accuracy and effectiveness.
 - e. Back-up officers must be prepared to use other force, including lethal force, if necessary, during a dynamic incident where the subject can instantly attack with aggravated or lethal force aggression.
 - f. Other officers should be prepared to immediately subdue a subject who is temporarily incapacitated and briefly unable to resist.
3. After-use care for Subjects: After striking a subject with a Bean Bag Shotgun round, Miami-Dade Fire Rescue will be requested by the on-scene supervisor. Fire Rescue will then check and treat the subject for any injuries.
4. Maintenance:
 - a. The Range Master will be consulted for any malfunctioning issues related to the Bean Bag Shotgun.
 - b. If repairs are unable to be made, the Bean Bag Shotgun will be turned in to the Range Master and a temporary spare will be issued.

D. EXPANDABLE BATON:

The Expandable Baton is a versatile weapon and tool, and should only be used when objectively reasonable, necessary, and proportional. As a weapon, the baton is an instrument for striking, leverage and control techniques. As a tool, to create distance or leverage in the open position. When an officer makes contact with subjects or complainants who are agitated and/ or emotional and repeatedly move into the officer's reactionary gap", the officer can create a barrier between where the baton can be used.

- Aggressive resistance includes the subject's attempt to attack or actually attack an officer or another person.
- Lethal-force resistance involves a subject's actions creating an objective reasonable perception on the part of the officer that the officer or another person is subject to great bodily harm or death as a result of the circumstances and/or nature of an attack.

1. Usage guidelines:

- a. To displace persons as an officer moves through large crowds,
- b. In the open position, provides a fixed and sturdy object that can be used to move people out of the path of the officer,
- c. As a leverage tool for the subject actively resisting the officer,
- d. To apply arm bars and other joint locks,
- e. To execute takedowns and apply control techniques until the subject can be securely handcuffed,
- f. In a closed position, for the application of pressure point techniques,
- g. As a hook to apply joint locks.
- h. As a striking weapon on aggressive subjects.

2. Usage Criteria:

- a. The baton should not be used against a subject who is restrained and under control, or who is complying with police direction.
- b. A strike to the head with an Expandable Baton is prohibited. The head, neck, spine, groin, or kidneys should not be targeted, and the preferred target areas should be arms, legs, and torso.
 - 1). Strikes to these locations normally create severe muscle cramping, which inhibits a subject's ability to continue assaultive action.
 - 2). The arms, legs, and torso should be considered primary targets because of the low potential for subject injury.
 - 3). The radial nerve and the median nerve in the arms are secondary target areas of the body are
 - 4). These locations are intended as targets used to block or deflect strikes directed toward the officer.
 - 5). Strikes to these areas have a higher probability of creating soft or connective tissue damage or bone fractures than do primary target areas.

3. After-use Care for Subjects: Officers are required to request medical assistance for the subject after the use of an Expandable Baton.

CFA 4.08

4. Maintenance: Any Expandable Baton that is found not to function properly will be turned in to the Quartermaster for replacement.

E. IMPROVISED WEAPONS OF OPPORTUNITY: Improvised weapons of opportunity (i.e., flashlights, radios, etc.) may only be used in the event an officer has exhausted all Department-authorized less-lethal weapons, or as a reactionary response to aggressive resistance when Department-authorized less-lethal weapons are not 'as readily' accessible.

1. Usage Guidelines: Officers should avoid targeting the head, neck, spine, groin, or kidneys with any improvised weapon of opportunity.

2. Usage Criteria: Officers will follow the Expandable Baton usage criteria in the event an officer uses any improvised weapon of opportunity against a subject.
3. After-use care for Subjects: Officers are required to request medical assistance for the subject after the use of an improvised weapon of opportunity. **CFA 4.08**

F. PHYSICAL CONTROL OPTIONS:

1. HANDCUFFS: The arrestee or person in crisis will be handcuffed with both hands behind their back.
 - All officers will utilize stainless steel handcuffs with a double locking mechanism. The handcuffs can either be hinged or chained. The double-lock prevents the handcuffs from tightening once the lock is engaged and makes it more difficult for the lock to be picked.
 - After handcuffs are secured onto the wrists of an arrestee or person in crisis, they will be immediately double-locked to prevent nerve damage or circulation issues that could happen as a result of the handcuffs tightening after the lock is engaged.
2. RIPP HOBBLE: If an officer makes the decision to arrest a person or comes into contact with an individual who is suspected of being in psychological crisis, and in both cases there is a likelihood of them becoming violent, and requiring the application of a Ripp Hobble, the officer will do the following:
 - Notify their supervisor so they may respond to the scene. A supervisor must respond.
 - Miami-Dade Fire Rescue must respond to evaluate the individual in custody prior to transporting him/her anywhere.
 - If transporting the individual via patrol vehicle, one officer will operate the vehicle while a second officer will sit in the passenger seat and monitor the individual in custody.
 - Apply the Ripp Hobble to the ankles of the individual. If he/she is kicking, it can connect the Hobble snap to the handcuffs at its full extension.
 - The person in custody will not be kept on his/her stomach any longer than necessary to prevent positional asphyxiation or Sudden In-Custody Death. The person in custody will be sat on their buttocks and their back against a solid object to

facilitate breathing. The person in custody will be supervised by an officer.

- The officer's offense or incident report should include the steps listed above as well as the fact that the Ripp Hobble was utilized; their supervisor was notified and fire-rescue's alarm number.

IX. REPORTING MEASURES

A. Supervisors:

1. Supervisors Control of Persons Inventory: The Department will document all uses of force that involve empty-handed defensive tactics; less-lethal weapons; improvised weapons of opportunity or lethal force. In any instance where injury is observed on or alleged by a subject that is a result of the aforementioned uses of force, documentation will be made in a Supervisor's Control of Persons Inventory. **CLA 4.2.1**

- a. The Supervisor's Control of Persons Inventory shall be completed by the on-duty supervisor in the following situations: **CFA 4.07**

- 1). A charge of Resisting Arrest with Violence is filed;
- 2). A North Miami officer uses kicks, punches, or strikes against a subject;
- 3). A canine bite occurs;
- 4). Use of a less-lethal weapon;
- 5). Use of an improvised weapons of opportunity;
- 6). There are injuries, or allegations of injury, to the officer or subject, as a result of police action.
 - i). Photographs will be taken of subject's injuries or allegations of injury and be submitted with the report, even if no injury is seen. The photographs will then be turned in with the Supervisor's Control of Persons Report.
 - ii). Request medical assistance (i.e. Rescue) if needed. **CFA 4.08**

- 7). If a subject sustains any injury NOT as a result of physical contact being made between an officer and the subject, the incident must be thoroughly documented in the original offense report. The injury MUST be photographed and evaluated by a supervisor, and the name of the supervisor taking the photographs must be documented in the report.
 - 8). Supervisors will download **any** photographs taken before the end of their tour of duty and shall transfer the images to Veripic, the computer software designated for this purpose.
- b. The Supervisor's Control of Persons Inventory will NOT be utilized:
- 1). When a death occurs, or a firearm is discharged;
 - 2). To document the display or drawing of firearms by officers (i.e., search of a building, responding to in-progress calls, etc.). However, in the event it is necessary to point a firearm or a CEW at a person, whether an arrest is made or not, it will be documented on an Offense/Incident report;
 - 3). When a chemical agent is used by SWAT during a barricaded subject, hostage situation, or field force deployment. Documentation of use will be listed in the After-Action Report.
- c. The Supervisor's Control of Persons Inventory shall be reviewed by the respective Section Major. **CFA 4.11**
- 1). All reports shall be forwarded, via the chain of command, to the Section Major within three (3) days.
 - 2). Upon review, the Section Major shall determine if the particular use of force was justified and whether the action was in compliance with Departmental procedures and training. If warranted, the Section Major will make recommendations on corrective or adverse actions, to include non-disciplinary actions, such as training or tactical improvements.

- 3). A copy of the Supervisor's Control of Persons Inventory shall be forwarded to the Chief of Police via the Chain of Command.

B. Officers:

1. All involved officers, during a use of force incident, involving empty-handed defensive tactics, less-lethal weapons, improvised weapons of opportunity or lethal force, will complete a written report as soon as practicable.
2. Officers will document on a written report when pointing a firearm or a CEW at an individual as a threat of force and will check the appropriate modus operandi (MO) box ("Pointing a Firearm at Someone" or "Pointing a Taser at Someone") within the electronic report-writing system before submitting the same for approval.
3. Police shooting incidents will be documented as prescribed in the Police Shooting Incidents Standard Operating Procedure, 300.19.

X. TRAINING

Department members will receive copies of and be instructed in the agency's Use of Force policy before they are authorized to carry lethal or less-lethal weapons.
CFA 4.02

Members must demonstrate proficiency with each weapon per training guidelines. Officers will receive annual training and review of the Department's Use of Force policy during in-service training. **CFA 10.10B,D**

CEW: Sworn members authorized to carry will receive annual training.

ADS: Sworn and non-sworn personnel who have been authorized to carry will receive biennial training. **CFA 10.10B,D**

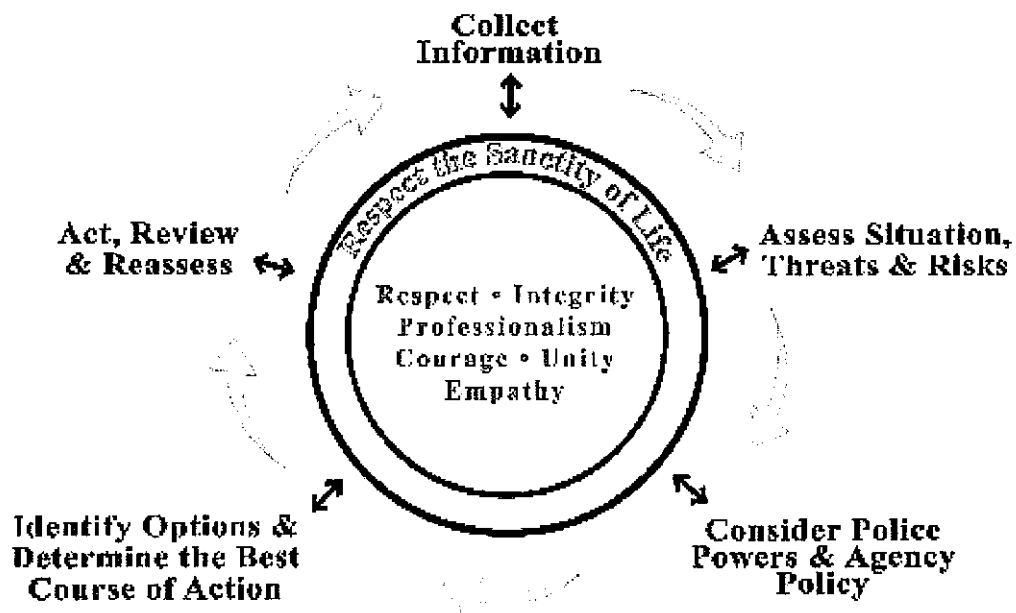
Bean Bag Shotguns: Commanders and Sergeants who have been authorized to carry will receive biennial training.

Expandable Baton: Sworn and non-sworn personnel who have been authorized to carry will receive biennial training.

North Miami Police Department

"Making a Positive Impact"

Decision-Making Model



A G R E E M E N T
B E T W E E N
CITY OF NORTH MIAMI, FLORIDA
A N D
DADE COUNTY POLICE BENEVOLENT ASSOCIATION

October 1, 2018, through September 30, 2021

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ARTICLE 1. PREAMBLE

WHEREAS, the City of North Miami ("City") and the Dade County Police Benevolent Association ("Union"), the Parties to this agreement, seek to assure sound and mutually beneficial working and economic relationships between the Parties; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise; and to set forth basic and full agreement between the Parties concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, there shall be no individual agreement contrary to the terms provided in this Agreement; and

WHEREAS, either Party to this Agreement shall be entitled to require specific performance of the provisions of this Agreement; and

WHEREAS, it is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public, and both Parties recognize the need for continuous and reliable service to the public;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT, THE PARTIES DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 2. RENEGOTIATION OF AGREEMENT

This Agreement shall be in full force and effect until 11:59 p.m., September 30, 2021.

Should negotiations still be in process and no final agreement reached by the September 30th termination date, this contract shall remain in full force and effect until such time that all provisions of the Florida Public Employees Relations Act. F.S. Chapter 447.403, "Resolution of Impasses," have been met.

ARTICLE 3. RECOGNITION

Pursuant to and in accordance with all applicable provisions of the Florida Public Employees Relations Act, F S Chapter 447, the City recognizes the Union as the exclusive collective bargaining representative for those employees in the defined Bargaining Unit for the purpose of collective bargaining with respect to terms and conditions of employment.

The Bargaining Unit consists of all sworn employees holding positions in the classifications shown in Appendix A or which may hereafter be added to, reduced or changed as hereinafter provided, and excludes all other employees not specifically included in Appendix A. Any changes in the Bargaining Unit shall only be made upon proper applications to and adjudication by the Public Employees Relations Commission and/or the appropriate court of competent jurisdiction.

ARTICLE 4. RULES OF CONSTRUCTION

It is agreed and understood that this Agreement constitutes the whole agreement between the Parties.

Notwithstanding any other term or provision of this Collective Bargaining Agreement it is expressly agreed that this Collective Bargaining contract shall not, in any of its parts, be construed by any arbitrator or court in any way which supersedes or preempts applicable law, ordinances, statutes, Civil Service Rules and regulations, or the Charter of the City of North Miami that are not specifically addressed in this agreement. The provisions of this Agreement will supersede City Civil Service Rules and Regulations, and any other City policies, procedures, or orders that are in direct conflict herewith. In any grievance arising under the Collective Bargaining Agreement an arbitrator, in rendering his award, shall be bound by and shall apply the foregoing standard contained in this paragraph.

ARTICLE 5. REPRESENTATION OF THE UNION

The Union shall be represented by the President or Legal Counsel of the Union. The President or Legal Counsel of the Union, or person or persons designated by said President, shall have full authority to conclude an Agreement on behalf of the Union, subject to ratification by a majority vote of those Union members voting on the question of ratification. The Union has the right to select up to three (3) employees from the bargaining unit to act as representatives. The names of these employees shall be certified in writing to the City Manager by the President or Legal Counsel of the Union. During their on-duty hours, one (1) representative at a time shall be permitted to assist with the processing of grievances and administration of the Agreement, along with serving as a witness upon request of another bargaining unit member to the presentation of any administrative paperwork; provided, that they have approval from the Chief of Police or designee and their participation in these activities does not unduly interfere with the performance of their law enforcement duties and ~~service to the~~ community. Additionally, these representatives shall be permitted to attend the negotiation sessions on duty with no loss of pay or emoluments if such sessions are scheduled during that representatives on-duty hours. Sessions attended during a representatives normal off duty hours will not be compensated. Moreover, notification of such meetings shall be given to the Police Chief at least three (3) calendar days in advance, unless a shorter time period is agreed to by the Police Chief.

The City shall provide to the Union, at actual cost, within a reasonable period of time following a written request, the following public documents:

1. Auditor's/Accountant Report (report on examination of combined financial statements);
2. End-of-year summary revenue and expenditure report;
3. Preliminary budget (and supporting documents as required);

4. Wage Surveys;
5. Final budget and pay plan.

ARTICLE 6. REPRESENTATION OF THE CITY

The City shall be represented by the City Manager, or a person or persons designated in writing to the Union by the City Manager on or before the commencement of negotiations. The City Manager or his designated representative shall have sole authority to conclude an Agreement on behalf of the City subject to ratification by an official resolution of the City Council. It is understood that the designated representatives of the City are the official representatives for the purpose of negotiating an Agreement. Any negotiations entered into with persons other than those defined herein, regardless of their Position or association with the City, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the City. It shall be the obligation of the City Manager or his designated representative to notify the Union in writing of any changes in designation of the City's representative for the purpose of negotiations.

ARTICLE 7. MANAGEMENT RIGHTS

The Parties agree that the City has and will continue to retain the right to operate and manage its affairs in all respects; and the powers or authority which the City has not officially abridged, delegated or modified by the express provisions of the Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to:

1. Determine the organization of the City Government;
2. Determine the purpose of each of its constituent departments;
3. Exercise control and discretion over the organization and efficiency of operations of the City;
4. Set standards for service to be offered to the public in accordance with applicable laws or contractual agreements;
5. Direct the employees of the City, including the right to assign work and overtime;
6. Hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City;
7. Suspend, demote, discharge, or take other disciplinary action against employees for just and proper cause;
8. Increase, reduce, change, modify or alter the composition and size of the work force in accordance with applicable laws or contractual agreements;
9. Determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased;
10. Establish, modify, combine or abolish job pay positions in accordance

with applicable laws or contractual agreements;

11. Change or eliminate existing methods of operation, equipment or facilities; and

12. Establish, implement and maintain an effective internal security program.

The City has the authority to determine the purpose and mission of the City in accordance with applicable laws or contractual agreements; to prepare and submit budgets to be adopted by the City Counsel.

The City shall enforce and comply with the provisions of this Agreement so as not to violate the City Charter, or the Civil Service Rules and Regulations.

Those managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of the Agreement are not in any way subject to the grievance procedure contained herein.

Delivery of municipal service in the most efficient, effective and courteous manner is of paramount importance to the Parties to the Agreement. Such achievement is recognized to be a mutual obligation of both Parties within their respective roles and responsibilities.

ARTICLE 8. DUES DEDUCTION

A. Upon receipt of written authorization from a Bargaining Unit employee, the City agrees to deduct the regular Union dues from such employee's weekly pay and remit such deduction to the Dade County Police Benevolent Association, 10680 N.W. 25th Street, Suite 300, Doral, Florida 33712, on a monthly basis. The Union will notify the City, in writing, at least thirty (30) days prior to any change in the amount of the regular dues deduction. A Bargaining Unit employee, may, upon thirty (30) days written notice to the City and the Union, revoke his dues deduction authorization, and thereupon the City shall cease to make such deduction.

B. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, and orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 9. NO STRIKE

"Strike" means the concerted failure to report for duty, the concerted absence of Union members from their positions, the concerted stoppage of work, the concerted abstinence in whole or in part by any group of employees covered by this Agreement from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, unlawful picketing, or unlawfully demonstrating in furtherance of work stoppage, during the term of the Collective Bargaining Agreement.

Neither the Union nor any of its officers, agents and members covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage of work, illegal picketing, or any other illegal interruption of the operations of the City.

Each employee who holds a position with the Union occupies a position of special trust and responsibility equivalent to that enjoyed by the elected officials and appointed management employees for the City of North Miami in maintaining and bringing about compliance with this Article and the strike prohibition in F.S. 447.505 and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the Union, its officers, and other representatives, agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of the Article and the law by remaining at work during any interruption which may be initiated by other employees covered by this Agreement; and their responsibility, in event of breach of this Article or the law by other member employees and upon the written request of the City, to encourage and direct other employees covered by this Agreement violating this Article or the law to return to work, and to disavow the strike publicly.

Any or all Union employees who violate any provisions of the law prohibiting strikes or this Article may be dismissed or otherwise disciplined by the City in accordance with the laws of this State. Notwithstanding the legal remedies provided for in the Florida Statute 447.507 for violation of this Article, the City may take other action for any violation of this Article, in accordance with provisions of the City Charter, Code of Ordinances of the City, Civil Service Rules and Regulations, Police Department Rules and Regulations or written official policies of the City Manager in existence at the time of the execution of this Agreement.

ARTICLE 10. SEVERABILITY CLAUSE

If this Agreement or any provisions, section, subsection, sentence, clause, phrase, or work of this Agreement is in conflict with any law as finally determined by a court of competent jurisdiction which has had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of the law shall be null and void and subject to renegotiation, but the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the Parties herein was to enter into the Agreement without such invalid portion or portions.

ARTICLE 11. NO DISCRIMINATION

The parties hereto agree that they shall not in their official capacity discriminate against any person because of his race, religion, creed, color, national origin, age, gender, disability, marital status, number of dependents, or organizational or Union membership.

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 12. COMPLIANCE WITH LAW AND LAWFUL ORDERS

Employees covered under the terms of this Agreement will work diligently in their respective jobs and will obey all Federal, State and local laws, and will further obey any lawful order given by a supervisor or any other person with the lawful authority to give a lawful order.

The City and the Union will support all applicable laws, including but not limited to laws governing the registration of representatives of the Union, laws governing the conduct of negotiations with the City and the Union, and laws prohibiting strikes or other forms of action against the City or the Union.

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ARTICLE 13. NOTICES

The City agrees to provide the Union through the City's website the agenda and/or scheduled meeting dates, as available, prior to each meeting of the City Council, Personnel Board, Accident Review Board and Charter Review Board.

ARTICLE 14. EMPLOYEE FILES AND INTERNAL INVESTIGATION RECORDS

1. The City agrees to adopt the General Records Schedule for Law Enforcement Agencies as promulgated by the Florida Department of State on November 1982, and as may be amended from time to time. The City also agrees to comply with all requirements contained in Chapters 112 and 119 of the Florida Statutes regarding records and personnel files of sworn law enforcement officers.

A. Adverse statements prepared by the City shall not be included in any employee's official personnel file unless a copy is provided to the employee.

B. Any employee shall have the right to inspect and review the contents of his official personnel file at reasonable intervals.

C. In addition, any employee shall have the right to inspect and review the contents of his official personnel file in any case where the employee has a grievance related to performance evaluation, or is contesting his suspension or discharge from City Service.

2. Upon request from an affected employee, the City agrees to do the following:

A. The City will mark all copies of all documents pertaining to sustained formal discipline found in personnel, departmental and/or internal review files(s) "Void for Use"; provided that five (5) years from the date of the disposition of the discipline have passed, and further provided that an infraction free period of one (1) year precedes such marking;

B. The City will mark all copies of all documents pertaining to sustained informal discipline found in personnel, departmental

and/or internal review files(s) "Void for Use"; provided that three (3) years from the date of the disposition of the discipline have passed, and further provided that an infraction free period of one (1) year precedes such marking;

- C. All documents found in an employee's internal review file pertaining to any unsustained, unfounded or exonerated disciplinary actions shall be marked consistent with the disposition and shall not be inserted into the employee's personnel or departmental file, but may be kept in the internal review file.

For purpose of the Article "formal" shall mean demotion, removal, suspension or such action. "Informal" shall mean written reprimands, memos or such action.

ARTICLE 15. LABOR MANAGEMENT COMMITTEE

Union representatives shall meet with the Police Chief periodically to discuss problems and objectives of mutual concern. No item or grievance or matters which have been or are the subject of Collective Bargaining shall be discussed at these meetings. The Union representatives shall be selected by the Union. At a minimum, the City shall be represented by the Chief of Police (or his designee) and representatives the Chief selects. The time and place of such meetings shall be mutually agreed upon. Inasmuch as it is possible, these meeting shall take place during the administrative working hours of the Police Department. The Police Chief and designated members of the Bargaining Unit shall meet, during the course of this Agreement, to address the topic of a Physical Agility Examination and Training Program, for bargaining unit members.

ARTICLE 16. ASSIGNMENTS AND TRANSFERS

It shall be the sole right of the Police Chief to transfer employees between the units of the Department for the betterment of the services. However, when a transfer means a change in work, hours or days off, the employee shall be notified no less than fourteen (14) calendar days prior to the transfer in order to enable the employee to arrange for an orderly change. The fourteen (14) days notice shall be waived upon consent of the employee.

When a unit vacancy occurs, it shall be posted on the bulletin board as far in advance as practicable to allow employees an opportunity to submit their requests for these vacancies and/or new assignments.

The notice of vacancy shall be read at roll call for a period of time as determined by the Police Chief and shall remain open for a total of at least seven (7) calendar days from the day first posted. An employee may submit his request to fill any of the vacancies in the Department. All requests submitted shall be accepted by the Department for consideration.

Except for Administrative Staff assignments, a panel will be established to interview all of the applicants. The panel will be composed of one (1) Lieutenant or Commander, one (1) Sergeant, one (1) Police Officer or Detective from the Unit with the vacancy, and one (1) Union Representative. The Union Representative shall be selected by the Union. The panel will evaluate each applicant based on answers to set questions, qualifications, personnel actions, disciplinary actions, evaluations, and seniority.

A rank order list will then be submitted by the panel to the Chief of Police for his consideration, and a copy shall be provided to the Union for its review. Nothing in this article shall be interpreted to require the filling of any unit vacancy.

Within each Unit of the Police Department, selection of days off, annual leave, vehicle

assignments, and shift assignments shall be determined by Seniority. "Seniority" is based on bargaining members' dates of longevity in their current ranks within the Department.

ARTICLE 17. RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION

Whenever a law enforcement officer of the City of North Miami is under investigation and is subject to interrogation by members of the City or another investigating agency, for any reason which could lead to disciplinary action, removal for cause, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

A. The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the accused is off duty at the time of the interrogation, the accused shall be entitled to overtime pay in accordance with the provisions of Article 31 "Overtime".

When such interrogation occurs while on duty, a commanding officer or supervisor of the accused shall be notified of the interrogation.

B. The interrogation shall take place at the North Miami Police Department building.

C. The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating Party and all persons present during the interrogation. All questions directed at the accused shall be asked by and through one (1) investigator at any one (1) time.

D. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, shall be informed of the name(s) of the complainant(s) and witness(es), and shall be allowed to review all evidence pursuant to Section 112.532(d), Florida Statutes, prior to being questioned.

E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

F. The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with removal for cause, transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.

G. The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

H. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

I. At the request of any law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all time during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service. Where an attorney or employee representative is requested but cannot be present within three (3) days of notification, the union and the employee under investigation agree that any delay due to the unavailability of the officer or their representative after the aforesaid three (3) days shall constitute a written waiver and agreed tolling of the one hundred eighty (180) day period, for the number of days beyond the initial three (3) days, pursuant to the provisions of Section 112.532(6)(a)(1), Florida Statutes. When an employee representative or counsel is present, he shall not have the right of cross-examination.

J. The disposition of any records will be done in accordance with Article 14 of this

Agreement.

K. In case where management chooses to relieve an employee from duty pending an investigation or other administrative action, the following conditions will prevail:

1. The employee will remain in with-pay status with full emoluments of office during the investigation period.
2. Should the Union member found liable or guilty, the aforementioned pay and emoluments shall be suspended and appropriate disciplinary action may be taken against the subject employee.

L. The City agrees that there shall be no indiscriminate electronic surveillance of employees. Nothing herein shall preclude such surveillance as may be required to fulfill the requirements of any Federal Grant. Further, nothing shall preclude electronic surveillance in a criminal investigation wherein the employee may be the subject of such investigation. Finally, any such investigation shall be carried out pursuant to the laws of the State of Florida and the applicable Federal Laws regarding the right to privacy.

M. Upon the filing of an information or indictment charging the employee with a felony, the employee may be suspended without pay or may remain in with-pay status with full emoluments of office during the investigation period at the discretion of the Police Chief. The Police Chief may invoke without pay status at any time during the investigation period. The investigation period for purposes of this subsection applies only to any investigation of the criminal charges after an information or indictment has been filed and/or any criminal prosecution that might follow. If the felony charge is subsequently dropped or dismissed or the employee is acquitted of the felony charge, he/she will be reimbursed for all lost pay (excluding any overtime or detail pay that the employee claims he/she would have worked while suspended

without pay) from the date he/she was first suspended without pay until disposition of the charge, or, if the City terminates the employee prior to disposition of the charge, until the date the employee was terminated.

ARTICLE 18. LEGAL DEFENSE

The City acknowledges that civil suits against employees growing out of their duties in the scope of their employment are covered by Florida Statutes and accepts the responsibility of providing defense insofar as the Florida Statutes require. The City agrees to provide every Bargaining Unit member with an attorney to defend any civil action, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of said members of the Bargaining Unit for an act or omission arising out of an in the scope of the Bargaining Unit member's employment or function, unless, in the case of a tort action, the Bargaining Unit member acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

The defense of such civil actions shall include, but is not limited to, any civil rights law suit seeking relief personally against the Bargaining Unit member for an act or omission under color of State Law, custom, or usage wherein it is alleged that such Bargaining Unit member deprived another person of his rights secured under the Federal Constitution of Laws. Legal representation of Bargaining Unit members may be provided by the City Attorney's Office. However, any attorney's fee paid from City funds for any Bargaining Unit member who is found to be personally liable by virtue of acting outside the scope of his employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the municipality in a civil action against such unit member.

If the City is required, pursuant to the above, to provide an attorney to defend a civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of any of the Bargaining Unit members and fails to provide such attorney, the City shall reimburse any such defendant who prevails in the action for court costs and reasonable attorney's

fees. Further, in accordance with the provision of and to the extent authorized by Section 111.071 F.S., the City shall expend available funds to pay judgments or settlements for Bargaining Unit members. This Article shall apply only to sworn law enforcement officers and shall be subject to the enabling authorization of Sec. 111.07 F.S. and Sec. 111.071, F.S.

ARTICLE 19. LAY-OFF, SENIORITY AND PROBATIONARY PERIOD

Seniority shall consist of continuous paid service with the City by rank (officer or sergeant). Seniority shall be computed from the date of appointment to a particular rank. Seniority shall accumulate during paid absence because of illness, injury, vacation, military leave, or other authorized paid leave.

Seniority shall be computed using the total length of time served in the class. Credit shall be calculated at a rate of $\frac{1}{4}$ (.25) point for each month of service. Partial months of 16 days or more shall be credited for a full month of service. Applicable veterans preference laws shall also apply. In case of a tie, seniority shall be determined in favor of employee who filed the earliest employment application for the position.

In the event of a reduction in force or layoff, bargaining unit members must be laid off in the inverse order of their seniority within their rank. Should layoffs in the rank of sergeant occur, employees with the least amount of seniority in that rank shall be reclassified as officers. Upon reclassification to the officer rank, the seniority of these members shall be established according to their original date of appointment to officer rank and not the date of the reclassification. Members shall be called back from layoff according to their seniority in the rank from which they were laid off.

Police officers shall serve a twelve (12) month probationary period.

ARTICLE 20. CIVIL SERVICE RULES AND REGULATIONS

The Union shall be notified in advance of Personnel Board Meetings of any proposed changes to the Civil Service Rules and Regulations.

In the event of a conflict between this Agreement and the Civil Service Rules and Regulations, the provisions of this Agreement shall supersede the Civil Service Rules and Regulations.

ARTICLE 21. BULLETIN BOARDS

The City will provide, for the use of the Union, in a mutually agreed upon location which is easily accessible, a bulletin board at the City's Police Station(s). Any notice or item placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing such notice or item on the bulletin board(s). Union bulletin boards(s) shall be used only for the following notices:

- a. Recreation and Social Affairs of the Union
- b. Notices and minutes of Union meetings
- c. Notices and results of Union elections
- d. Union Committee reports
- e. Ruling of policies of the Union
- f. Notice of Collective Bargaining ratification meetings
- g. Union Newsletter
- h. Union Benefit Programs
- i. Training and Educational Opportunities

Notices of announcements shall not contain anything political or anything adversely reflecting upon the City or any of its employees; and no material, notices or announcements which violate the provisions of the Article shall be posted. In the event any unauthorized material is posted on the bulletin board(s), it shall be promptly removed by the Union President, or his designee, upon notification by the City Manager or his designee.

ARTICLE 22. LINE-OF-DUTY INJURIES

The City agrees to provide Workers' Compensation insurance coverage for expenses incurred by any Union member in compliance with the Workers' Compensation laws of the State of Florida.

The City agrees that any employee covered under this agreement who is disabled as a result of any accident, injury or illness incurred in the line of duty may be granted supplementary salary of which a part thereof is Workers' Compensation as provided for in Article VII of Chapter 15, Sections 15-201 through 15-207 of the Code of Ordinances of the City of North Miami.

The Parties agree that sworn officers working off-duty, shall be required to be covered by the off-duty employer's Workers' Compensation insurance, where applicable.

The City agrees that any Union Member who is found to have sustained a compensable line-of-duty injury, shall not be required to utilize sick leave benefits during recovery from such injury, and may be granted supplementary salary from the date of the injury or illness in accordance with Article VII of Chapter 15, Sections 15-201 through 15-207 of the Code of Ordinances of the City of North Miami.

The City shall have the right to require the employee to have a physical examination by a physician of its choice prior to receiving or continuing to receive compensation under this agreement.

ARTICLE 23. GRIEVANCE PROCEDURE

1. In a mutual effort to provide harmonious working relations between the Parties of this Agreement, it is agreed to and understood by both Parties that there shall be a procedure for the resolution of grievances or misunderstanding between the Parties arising from the application or interpretation of this Agreement. See Appendix "B".

2. A grievance shall be defined as any dispute, controversy or difference between (a) the Parties to this Agreement, (b) the City and a Union member or Union members on any issues with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

3. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated.

4. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance on behalf of any employee without the employee's consent.

5. An employee shall make an exclusive election of remedy to appeal disciplinary action through either the grievance procedure contained in this article or through the City's Personnel Board. If an employee elects to appeal a disciplinary action through the City's Personnel Board, then he/she will be precluded from utilizing the grievance procedure for redress of the disciplinary action.

6. To simplify the grievance procedure, the number of days in presenting a grievance and receiving a reply from the different levels of supervision shall be based upon calendar days. However, should the last day fall on a weekend or holiday, the next business day shall be the last day upon which a grievance may be filed. In addition, a grievance may be filed electronically and is deemed filed upon receipt. It is the grievant's responsibility to confirm receipt of the grievance.

7. The Union has the inherent right to bring a grievance action in its own name and on its own behalf concerning disputes relating to contract interpretation and application. Such a grievance will be filed directly at Step 3.

8. Grievance shall be processed in accordance with the following procedure:

Step 1.

The aggrieved employee shall discuss the grievance with his division head within ten (10) calendar days of the occurrence which gave rise to the grievance. A Union representative may be present to represent the employee if the employee desires him present. The division head shall attempt to adjust the matter and respond to the employee within ten (10) calendar days.

All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.

The time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement of the parties. Performance evaluations of satisfactory or above shall be grievable to the City Manager but not arbitrable and are not subject to appeal to the City's Personnel Board.

Step 2.

If the grievance has not been satisfactorily resolved, the employee or Union representative shall reduce the grievance to writing and present such written grievance to the Police Chief ten (10) calendar days from the time the response was due in Step 1. If a grievance is filed at step two by an individual without the assistance of the Union, the City agrees to provide a copy of the grievance to the Union. If the Chief and Union agree that there should be a meeting, the Chief shall meet with the employee and Union representative; and shall respond to the employee and Union in writing ten (10) calendar days from the receipt of the written grievance or the date of the meeting should one occur. If a grievance is filed at step two by an individual without the

assistance of the Union, the Chief and employee filing the grievance may agree to a meeting provided that the Union is given the opportunity to be present for said meeting.

Step 3.

If the grievance has not been satisfactorily resolved by the Chief in Step 2 it shall be presented in writing to the City Manager within ten (10) calendar days from the time the response was due in Step 2. If a grievance is filed at step three by an individual without the assistance of the Union, the City agrees to provide a copy of the grievance to the Union. If the City Manager or his designee and the Union agree that there should be a meeting, the City Manager or his designee shall meet with the employee and/ or the Union representative and he shall respond in writing to the employee and the Union within ten (10) calendar days from the receipt of appeal or the date of the meeting should one occur. If a grievance is filed at step three by an individual without the assistance of the Union, the City Manager or his designee and employee filing the grievance may agree to a meeting provided that the Union is given the opportunity to be present for said meeting.

Step 4.

If the grievance has not been satisfactorily resolved, the Union may proceed to file for arbitration.

ARTICLE 24. ARBITRATION OF GRIEVANCES

1. If a grievance has not been satisfactorily resolved within the grievance procedure, the Union shall have the right to request a review by an impartial neutral no later than fifteen (15) calendar days following the City Manager's response in Step 4 of the grievance procedure. The Parties shall jointly request a list of seven (7) names from the American Arbitration Association. Within seven (7) calendar days of receipt of the list, the parties shall alternately strike names, the grievant striking first thus leaving the seventh (7th) who will act as the Arbitrator.

2. The City and the Union shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the Arbitrator shall confine his decision to the particular grievance if specified. In the event the Parties fail to agree on the statement of the grievance to be submitted, the Arbitrator will confine his consideration and determination to the written statement of the grievance presented in the grievance procedure and the response of the other party. The Arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this collective bargaining agreement be construed by the Arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein.

3. The initiating Parties shall not be penalized in any way for exercising their rights under this contractual agreement. However, each Party shall bear the expense of its own witnesses and of its own representatives. The impartial Arbitrator's fee and related expenses

and expense of obtaining a hearing room, if any, shall be equally divided between the Parties. Any Party desiring a transcript of the hearing shall bear the cost of such transcript unless both Parties mutually agree to share said cost.

4. Copies of the Arbitrator's decision shall be furnished to both Parties within thirty (30) calendar days of the closing of the arbitration hearing and such award shall be final and binding on both Parties.

5. The grievance and arbitration procedure herein shall have no application to the resolution of disputes between the Parties concerning the terms of a new collective bargaining agreement to replace this Agreement.

6. Performance evaluations of satisfactory or "above satisfactory," or "outstanding," shall be grievable to the City Manager pursuant to Article 23 but not arbitrable and are not subject to appeal to the City's Personnel Board.

ARTICLE 25. IMPASSE RESOLUTION PROCEDURE

An impasse shall be deemed to have occurred when one negotiating Party so declares in writing to the other Party after a reasonable period of negotiation concerning a collective bargaining agreement. At impasse, the Chief Negotiator for the City and the Union representative shall jointly secure the appointment of a mediator from Federal Mediation and Conciliation Service who will attempt to assist in resolution of the impasse.

If mediation fails to resolve the issue(s) then further procedures shall be in accordance with Chapter 447.403 of the Florida State Statutes, and recommendation(s) made by the Special Magistrate are to be considered in accordance with this Chapter.

All expenses incurred by the Special Magistrate shall be borne equally by both Parties to this Agreement.

ARTICLE 26. PENSION

1. The North Miami Employees Retirement Systems are established by Ordinance No. 691 and Ordinance No. 748. Except as provided below, pension benefits in effect at the time of the execution of this Agreement shall remain in full force and effect for the life of this Agreement.

2. The Union shall be notified of any proposed changes in a Pension Ordinance and the Union shall be notified of Pension Board meetings where such changes are Agenda items to be discussed.

3. It is agreed that Pension Board minutes will be recorded in detail and that said minutes, as recorded, will be available to the Union.

4. The parties agree that unallocated Chapter 185 premium tax revenues held in excess by the Plan as of July 15, 2018 shall be used by the City to offset its pension contribution. The parties further agree that annual Chapter 185 premium tax revenues received by the Plan between July 16, 2018 and July 15, 2021 (for FY 16/17, FY 17/18, and FY 18/19) will be split equally between the City and members, with 50% of the revenues received each year to be used by the City to offset its pension contribution and 50% of the revenues received each year to be allocated to the special police officers' fund ("Share Plan") in accordance with section 15-171 et seq. of the City Code,. The parties further agree that, if no new agreement regarding the use of premium tax revenues received from the state beyond that specified above is reached by September 30, 2021, the allocation of premium tax revenues received by the Plan on or after July 16, 2018 (for FY 19/20 and beyond) shall be as set forth in Article 26, Section 6 of the collective bargaining agreement between the City and Union for the period October 1, 2015 to September 30, 2018 (of the Chapter 185 premium tax revenues received by the Plan each plan year, \$82,682 will be used to offset the City's annual required contribution, \$147,586 will be allocated to the

special police officers' fund ("Share Plan") in accordance with section 15-171 et seq. of the City Code, and the remainder will remain unallocated and will be held by the Plan as accumulated excess).

5. For the period October 1, 2018 through September 30, 2021, the employee contribution rate will decrease to 9.51% of pay regardless of the performance of the Plan. If no new agreement regarding employee pension contributions is reached by September 30, 2021, the employee contribution arrangement will revert back to the arrangement that existing on September 30, 2018 on that date (i.e., the contribution rate shall be 11.51% of payroll, but may decrease by two percent (2%) in any year where the Plan exceeds actuarial expectations by more than 30%).

6. The City agrees to maintain the actuarial soundness of the City Plan in accordance with Section 112.60 et seq., Florida Statutes.

ARTICLE 27. HOLIDAYS

The following shall be considered Holidays:

NEW YEARS DAY

MARTIN LUTHER KING DAY

PRESIDENTS DAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

VETERANS DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING

CHRISTMAS DAY

EMPLOYEE'S BIRTHDAY

TWO (2) FLOATING HOLIDAYS¹

Each Floating Holiday and the Employee's Birthday may only be used as one full paid tour of duty depending upon the employee's regular work schedule (i.e., the holiday for employees working eight (8) hour shifts will be eight (8) hours and the holiday for employees working ten (10) hours shifts will be ten (10) hours). The Floating Holiday and Employee's Birthday may not be utilized in hourly increments. Each Floating Holiday off shall be mutually agreed upon by the employee and his section commander and approved by the Police Chief, consistent with the needs of the Police Department.

The Employee's Birthday time off must be taken on/or as near as possible to the actual date of the Employee's Birthday, and the time off shall be mutually, agreed upon by the Employee and his section commander and approved by the Police Chief, consistent with the needs of the

¹ Must have six (6) months service with the City to be eligible for the Floating Holidays.

Police Department. If the Employee's Birthday falls on a holiday, the Employee's birthday time off may be rescheduled.

Each Floating Holiday and the Employee's Birthday shall not be accrued and cannot rollover to the next year. The Floating Holidays must be used by the employee during the calendar year in which they were granted or be forfeited.

Floating Holidays and the Employee's Birthday are not subject to being converted to cash during the employee's employment or as severance pay upon the employee terminating his employment with the City. No Floating Holiday may be taken on another holiday.

Employees required to work on a holiday listed under this Article shall be paid at time and one-half their hourly rate of pay for all hours worked and in addition will receive eight (8) or ten (10) hours holiday pay depending upon their regular work schedule at their straight time hourly rate of pay. In lieu of receiving holiday pay, an employee may bank holiday time to be used by the end of the calendar year following the accrual of said holiday time. If any such holiday time is not used by an employee by the end of the calendar year following when it is earned, the holiday time will be paid out by December 31 of that year.

In handling the administration of holiday time, the Parties agree that written policies of the City Manager, the Personnel Department, the Civil Service Rules and Administrative Regulations, and departmental rules and regulations of the Police Department in existence at the time of the execution of this Agreement, shall be adhered to if not inconsistent with this Agreement.

If a holiday falls on an employee's regular assigned day off, the employee shall receive eight (8) or ten (10) hours holiday pay depending upon their regular work schedule at their straight time hourly rate of pay.

The parties agree that work schedules may not be altered or changed for the sole purpose of avoiding payment of any benefits under this Article of this Agreement.

Pursuant to Administrative Regulation 1-84: in order to be eligible for holiday pay the member must have worked the workday before and the workday after the holiday, unless the employee was on pre-approved vacation, sick, birthday, floating holiday, bereavement leave or jury duty. A member calling in sick may be required to submit a doctor's certificate to verify illness prior to receiving holiday pay.

ARTICLE 28. ANNUAL LEAVE

Annual vacation leave shall be granted as approved by the City Council Resolution No. R-2007-7 on January 9, 2007, which provides as follows:

1. Entitlement: After completion of six (6) months active service, an employee shall be granted annual vacation leave.
2. Rate of Earning Annual Vacation Leave:
 - a. Full-time active service employees with less than five (5) years of continued service shall earn annual leave at a rate equal to two (2) times the number of hours in an employee's standard work week (excluding overtime).
 - b. Full-time active service employees with more than five (5), but less than fifteen (15) years of continued service shall earn annual leave at a rate equal to three (3) times the number of hours in an employee's standard work week (excluding overtime).
 - c. Full-time active service employees with more than fifteen (15) years of continued service shall earn annual leave at a rate equal to four (4) times the number of hours in an employee's standard work week (excluding overtime).

In handling the administration of annual vacation leave, the Parties agree the written policies of the City Manager, the Personnel Department, the Civil Service Rules and Regulations and departmental rules and regulations of the Police Department in existence at the time of the execution of this Agreement shall be adhered to if not inconsistent with Resolution No. R-2007-7.

The Union shall be notified of any proposed changes in annual vacation leave policy, and Personnel Board meetings where such changes are agenda items to be discussed.

Employees may sell back up to 80 hours of vacation leave annually. Employees must notify the City of their intent to sell back hours and the amount of such hours by October 1 of each year and the City will compensate employees for such hours by December 31 of that year.

Employees are required to use at least 40 consecutive hours of vacation each year. If an employee fails to do so, he/she shall forfeit his/her right to sell back vacation leave the following year.

ARTICLE 29. SICK LEAVE

Sick leave shall be granted as approved by the City Council Resolution No. R-2007-7 on January 9, 2007, which provides as follows:

1. Entitlement: An employee who is injured or ill, is unable to work and must be absent from duty, may after three (3) months of continuous active full-time service, be granted sick leave as hereinafter provided. During the first three (3) months of employment, an employee may be granted sick leave without pay because of illness or injury not incurred on-the-job, but such leave will extend the employee's probationary period.

Sick leave may be used to supplement workers' compensation provided by law up to a combined amount not to exceed 100% of the employee's net weekly salary (less any overtime). Should an employee be denied workers' compensation or be ineligible to receive such compensation, the employee may request sick leave or annual leave. After completion of six (6) months active service, an employee shall be granted annual vacation leave.

2. Rate of Earning Sick Leave:
 - a. Full-time active service employees who regularly work forty (40) hours or more per week shall earn sick leave, calculated at an hourly rate on the first (40) hours per pay period, as follows:

1. Eighty (80) hours per year from date of original appointment until completion of three (3) years classified service.
2. Eighty-eight (88) hours per year from date of completion of three (3) years until completion of five (5) years classified service.

3. Ninety-six (96) hours per year from date of completion of five (5) years classified service.

In handling the administration of sick leave, the Parties agree that written policies of the City Manager, the Personnel Department, the Civil Service Rules and Regulations and departmental rules and regulations of the Police Department in existence at the time of the execution of this agreement shall be adhered to if not inconsistent with Resolution No. R-2007-7. The letter agreement between the PBA and the City dated January 17, 1986, is hereby declared null and void and of no effect.

The Union shall be notified of any proposed changes in Sick Leave Policy and Personnel Board meetings where such changes are agenda items to be discussed.

Effective October 1, 1984, annual sick leave shall be granted to full-time employees as follows:

11 days after 3 year's service

12 days after 5 year's service

An employee who does not use accrued sick leave during any four (4) month bid period will receive an award of one (1) day of administrative leave, which must be used by the end of the calendar year following the year in which it was earned. If not used by that day, the administrative day will be forfeited.

ARTICLE 30. GROUP INSURANCE

1. The City will provide a group health, and life insurance program for all eligible members of the Bargaining Unit. The City shall include bargaining unit members in any focus groups related to insurance changes.

The Parties agree that the City will pay one hundred percent (100%) of the life and AD&D premium for the personal coverage of each eligible Bargaining Unit member.

2. INDIVIDUAL COVERAGE.

a. The City will pay Single coverage as follows:

1. Single health Coverage (HMO): The employee will pay \$10.00 per week for single health coverage. The City will pay the balance of the monthly medical premium for the individual coverage of each bargaining unit member who elects such coverage. If the employee selects the lowest cost HMO plan. Employee pays the difference for higher HMO plan.
2. Single Coverage (POS): The employee will pay \$10.00 per week for single health coverage. The City will contribute the amount of the Single Coverage HMO medical premium to the medical premium for the individual coverage of each-Bargaining Unit members who elect coverage under the POS plan. The employee shall pay the difference between the Single Coverage HMO medical premium and the Single Coverage POS medical premium plus the additional \$10.00 per week.

3. DEPENDENT COVERAGE.

a. HMO Dependent Coverage: The City will contribute the equivalent of its share of the Single HMO medical premium toward HMO Couple and Family coverage for bargaining unit members who elect such coverage. Through the duration of this Contract, the City will

additionally contribute \$150.00 per month toward the dependent medical premium for HMO Couple employee and spouse/partner or employee and child(ren) coverage and \$250.00 per month toward the dependent medical premium for HMO Family coverage for members who elect such coverage. See Appendix "C".

b. **POS Dependent Coverage:** The City will contribute the equivalent of it's share of the cost of the Single HMO medical premium toward POS Couple Child(ren) and Family coverage for Bargaining Unit members who elect such coverage. For the duration of this Contract, the City will additionally contribute \$150.00 per month toward the dependent medical premium for POS Couple Child(ren) coverage and \$250.00 per month toward the dependent medical premium for POS Family coverage for members who elect such coverage. See Appendix "C".

DENTAL INSURANCE

4. INDIVIDUAL COVERAGE.

a. The City will pay Single dental coverage as follows:

1. **HMO:** The City will pay one hundred percent (100%) of the dental premium for the individual coverage of each eligible bargaining unit member who elects such coverage under the HMO plan.
2. **PPO:** The City will contribute the amount of the Single Coverage HMO dental premium for each eligible bargaining unit member who elects PPO coverage. The employee shall pay the difference between the Single Coverage HMO dental premium and the Single Coverage PPO dental premium.

5. DEPENDENT COVERAGE.

a. The City will contribute the equivalent of the cost of the Single HMO dental

premium toward HMO or PPO coverage for eligible bargaining unit members who elect such coverage.

b. Eligible bargaining unit members will pay the difference between the single coverage HMO dental premium and the PPO dental premium for Single, Couple or Family coverage.

6. HEALTH INSURANCE FOR SPOUSES AND DEPENDENTS OF OFFICERS KILLED
IN THE LINE OF DUTY.

The City will comply with all of the requirements imposed by Florida Statutes.

7. RETIREE INSURANCE

The City will contribute \$200.00 toward the monthly premium of single coverage through the City's group health insurance only for those employees who are eligible to retire as of December 31, 2012. Said employees may retire at any time thereafter. To be eligible the member must have been approved for retirement under pension plan 748 or 691, after ratification and Council approval of this contract. Retiree must select to remain with CNM group insurance within 30 days of retirement date. If retired member does not select CNM coverage during this period he will not be allowed to enroll at a later date.

The City will deduct \$200.00 from the premium of the retiree who elects to remain with CNM group coverage; the retiree shall pay the balance.

The City will submit a quarterly payment equal to of \$200.00 monthly to eligible retiree who does not elect CNM group coverage. The retired member will be eligible for this contribution until he becomes eligible for Medicare.

8. The parties agree that the pension ordinance shall be amended to reflect that those individuals who selected the two (2) year average Final Compensation/early retirement option shall be considered "retired" rather than "separated."

ARTICLE 31. OVERTIME

All work performed in excess of an employee's normal work week (in excess of forty (40) hours per week in with-pay status) shall be considered overtime work. Further, nothing herein shall require the payment of time and one-half unless a substantial amount of time is worked in excess of the normal work day.

For the purpose of this Article, a substantial amount of time shall be considered any period of time of eight (8) minutes or more. Employees performing compensable overtime work shall be paid time and one-half of their straight time hourly rate of pay for such work. Employees may elect to receive compensatory time in lieu of payment for overtime worked. Effective October 1, 2018, compensatory time may be accrued up to a maximum of 120 hours. Employees may have the option of cashing out their accrued compensatory time once per year. The City will establish a process for annual cash outs of accrued compensatory time.

The City agrees that when an employee is required to give a statement in accordance with a lawful request from an appropriate authority, whether civil or criminal in nature; and the statement is required to provide testimony concerning events which occurred while the employee was involved in the performance of duty as a sworn employee of the City of North Miami; and the statement is required to be given at a time other than the employee's assigned tour of duty, then such reasonable time necessary to give such a statement shall be considered overtime, subject to the provisions of this Article.

The City agrees that when an employee is required to appear before the City's Accident Review Board and the appearance is not during his assigned tour of duty, such time spent shall be considered overtime.

The City agrees that when an employee is required to give a statement as a result of an internal affairs investigation, and such a statement is required to be given at a time other than

during his assigned tour of duty, such time spent giving the statement shall be considered overtime.

Nothing herein shall restrict the City or the Department from altering work schedules or taking any other action to reduce the number of overtime, court time, or recall hours worked by the employees covered by this Agreement. Work schedules will not be altered or changed for the sole purpose of avoiding payment of overtime.

The Parties agree that the assignment of overtime work is on an involuntary basis and any employee refusing assignments of such work is subject to disciplinary action as deemed appropriate.

Recognizing that the Department has an obligation to provide sufficient manpower, the City will endeavor to avoid causing an employee to work two full continuous shifts.

The Parties agree that overtime hours shall not be used in the computation or arriving at average earnings for purposes of establishing pension benefits.

ARTICLE 32. COURT TIME

A Union member summoned to attend a court proceeding as a result of his official duties as a Police Officer after having completed, or prior to, his work shift shall be paid at the rate of time and one-half his straight time hourly wage for a minimum of three and one-half (3.5) hours, or for the period of time actually spent at such proceeding, whichever is greater, except as further provided within this Article.

A Union Member attending such a proceeding which is "continuous" with his scheduled work shift shall be paid at his overtime rate consistent with Article 31, "Overtime," and the minimum three and one-half (3.5) hours court time pay shall not apply.

For the purpose of definition, continuous work shall mean that:

- a) a period of time in excess of one(1) hour has not elapsed between the beginning of an employee's work shift and the time the employee is excused from attending a court proceeding, or
- b) a period of time in excess of thirty (30) minutes has not elapsed between the end of an employee's work shift and the time the employee is scheduled to attend a court proceeding.

Union Members shall not retain witness fees in accordance with Florida State Statutes in addition to their compensation for court attendance.

It is further provided that the City shall not make claim to the mileage fee provided by the State of Florida when the Union Member uses his private vehicle for such court attendance.

A Union Member summoned to attend a deposition as a result of his official duties as a Police Officer after having completed, or prior to, his work shift shall be paid at the rate of time and one-half his straight time hourly wage for a minimum of three and one half (3.5) hours, or for the period of time actually spent at such proceeding whichever is greater except as further provided within this Article.

For purposes of this Article if an officer is required to attend two or more court proceedings

or depositions with less than two (2) hours between the end of one and beginning of the next, any one of which begins off-duty, only one minimum payment shall be due.

ARTICLE 33. RECALL

An employee who is recalled to work at a time other than his scheduled work shift shall be paid for a minimum of three and one-half (3.5) hours, at the rate of one and one half (1.5) times his straight time hourly rate, or for the period of time actually worked, whichever is greater.

An employee performing work which is continuous with his scheduled work shift shall be paid at his overtime rate consistent with Article 31, "Overtime," and the minimum three and one-half (3.5) hours recall shall not apply.

For the purposes of definition, continuous work shall mean that:

- a) a period of time in excess of fifteen (15) minutes has not elapsed between the beginning of an employee's work shift and the time the employee is recalled to work, or
- b) a period of time in excess of fifteen (15) minutes has not elapsed between the end of an employee's work shift and the time the employee is recalled to work.

This clause shall not apply to court attendance or notification to attend court proceedings. Recall must be authorized by the Police Chief or his designee.

ARTICLE 34. SHIFT DIFFERENTIAL

Effective October 1, 2018, employees who are assigned to and work the afternoon shift will be paid an additional 2.5% of their base rate of pay for each hour worked on that shift and employees who are assigned to and work the night shift will be paid an additional 5% of their base rate of pay for each hour worked.

ARTICLE 35. ACTING RANKS

A Bargaining Unit member who is officially designated in accordance with departmental policy and agrees to act in a rank higher than his current, permanent rank; and who actually performs such duties, shall receive a one (1) step increase in pay for the period of time actually serving in said capacity, provided the tenure of service in the acting rank is for a minimum period of forty (40) hours in a pay period.

In the event a supervisor is not present due to illness, vacation, etc., and no Bargaining Unit member is designated to fill the vacancy, no such member shall be required to assume the duties normally carried out by the absent supervisor.

The one step increase in pay will be terminated when the subject employee is returned to the duties of his permanent rank.

ARTICLE 36. SPECIAL ASSIGNMENTS PAY

Special Assignment allowances shall be provided to Bargaining Unit members as described below:

A. Effective October 1, 2018, employees who are assigned to the following specialized units will receive assignment pay of five percent (5%) added to their base pay: (1) Detectives; (2) Traffic Safety/Motors; (3) Crime Suppression; (4) Special Investigations; (5) K-9; (6) Internal Affairs; (7) Training Unit; and (8) Community Oriented Policing ("COP"). Effective October 1, 2018, assignment pay for Senior Patrol or Road Patrol will be discontinued. Employees who previously received assignment pay of 7.5% for being assigned to COP will continue to receive that assignment pay. However, anyone assigned to COP after October 1, 2018 will receive 5% assignment pay for that assignment.

B. Effective October 1, 2018, employees who are assigned to the following specialized units will receive assignment pay of two and one half percent (2.5%) added to their base pay only for those hours that they are actually working or training in the following assignments: (1) Honor Guard; (2) SWAT Team; (3) Crisis Negotiations; and (4) Traffic Homicide.

C. No employee may receive assignment pay of more than 7.5% at any given time, except those employees receiving assigning pay of 7.5% for being assigned to the COP unit as of the date of ratification of this Agreement who shall not receive assignment pay of more than 10% at any given time.

D. Field Training Officer: Each Field Training Officer will be awarded Administrative Leave at the rate of two days for each four-week period of active training. The leave will be taken at the mutual convenience of the officer and the Police Chief or his designee.

E.

ARTICLE 37. LONGEVITY PAY

All Bargaining Unit members hired before January 1, 2007 shall receive longevity pay for completed years of service as listed below:

Length of Service	Pay Longevity Rate
5 years	\$4.00 week
7 years	\$6.40 week
10 years	5% of base pay
15 years	7.5% of base pay
20 years	10% of base pay.

All Bargaining Unit members hired on or after January 1, 2007 shall receive longevity pay for completed years of service. Eligible members will receive a lump sum bonus on their longevity date as follows; the bonus is not cumulative.

Length of Service	Longevity Bonus
5 years	\$500.00
10 years	\$1,000.00
15 years	\$1,500.00
20 years	\$2,000.00
25 years	\$2,500.00
30 years	\$3,000.00
35 years	\$3,500.00
40 years	\$4,000.00

ARTICLE 38. GENERAL SALARY ADJUSTMENT

1. Employees employed on the following dates will receive a cost of living adjustment of two percent (2%) on each such date: (i) October 1, 2018; (ii) October 1, 2019; (iii) October 1, 2020; and (iv) September 30, 2021.

2. On October 1, 2018, Steps 1 and 2 of the officers' and sergeants' pay plans as of September 30, 2018 will be eliminated and a new top Step (Step 9) will be created that is five percent (5%) higher than Step 10 as of September 30, 2018. The pay plans are attached to this Agreement and labeled "Appendix A".

a. On October 1, 2018, all officers and sergeants will remain at the same rate of pay as they were as of September 30, 2018 (which will cause them to move down 2 steps in the Pay Plan), except that those officers and sergeants below Step 1 as of October 1, 2018 will move to Step 1 of the new pay plan on October 1, 2018 and those officers and sergeants who received assignment pay of five percent (5%) for road patrol as of September 30, 2018 will move down one step in the new pay plan as of October 1, 2018 (resulting in their pay staying the same with the increase in pay associated with the change in Step making up for the loss of the road patrol assignment pay).

b. Employees will continue to advance through their respective pay plans on their respective next anniversary date(s) after October 1, 2018 as long as they meet the requirements for doing so pursuant to Rule XIV. Section B. of the City's Civil Service Rules and established past practice.

ARTICLE 39. UNIFORMS AND EQUIPMENT

The City agrees to furnish uniforms and equipment for sworn uniform personnel. The City agrees to replace all uniforms and equipment as they become worn, torn, or unserviceable due to wear and tear. Said replacement shall be subject to the approval of the Police Chief or his designated representative.

Uniform officers shall be paid four hundred dollars (\$400) annually for cleaning and maintenance of clothes.

Union members who are required to wear non-issued or non-regulation clothing in the course of their job performance, shall receive a clothing allowance of five hundred and fifty dollars (\$550) annually; in addition these personnel will receive four hundred dollars (\$400) annually for cleaning and maintenance of clothes.

The Chief of the Police Department or his designee, shall select a high quality, MJ approved lightweight, bulletproof vest ("Approved Vest"). The City agrees to reimburse Union members for the initial purchase of an Approved Vest and for replacement of Approved Vests as deemed necessary by the City subject to the following conditions:

1. Union members shall provide the City with proof of purchase of the Approved Vest.
2. If the City reimburses a Union member for an Approved vest or replacement of an Approved Vest, the Union member must wear the Approved vest while on duty and shall be subject to discipline and/or may be required to reimburse the City for the cost of the Approved Vest if the Approved Vest is not worn.
3. One warning shall be given to an Union member prior to the first time disciplinary action is taken pursuant to paragraph 2.

4. The City agrees to provide members of the Union with an initial issue of a departmental approved winter jacket and one pair of departmental approved shoes with replacement on an as needed basis subject to departmental approval.

5. The City and the Union agree that both have a duty to protect the citizens' investment in personnel and equipment. Further, both parties have a duty to extend the life of the aforementioned inasmuch as it is reasonably possible. With that in mind the City and the Union agree that the Union and the City will work together in an effort to foster safety incentives and reduce losses due to liability arising out of mechanical failure and driver error.

6. The aforementioned cleaning and maintenance allowance shall be paid the first (1st) Friday in December, and such payment shall be made in one lump sum.

7. The City shall issue gunlocks to members to be used when officer is off-duty and the weapon is not being carried.

ARTICLE 40. TUITION REIMBURSEMENT POLICY

Effective October 1, 2012, the City Council, in its discretion, may apportion funds for tuition reimbursements to regular full time members who have been employed for at least one year and successfully completed their probationary period and in accordance with the City's Administrative Regulation. Any such reimbursement shall be up to 18 credit hours per fiscal year at the in state undergraduate rate of Florida International University.

ARTICLE 41. OFF-DUTY WORK

The Union and City agree that there exists a community and business need for specialized protective services which are provided by off-duty Police personnel.

In recognition of these community requirements, many sworn Police Officers provide essential services while off-duty (not working for the City of North Miami).

Police personnel working off-duty will continue to be paid by off-duty employers. The City shall not assess off-duty wages of Bargaining Unit members.

Each Officer who works off-duty will be required to file a "Request for Off-Duty Officer" form. Disapproval/approval to work off-duty will be determined by the Police Chief or his designated representative and in accordance with Civil Service Rules and Regulations.

Off-duty work of Bargaining Unit Members shall be subject to the following provisions:

a) Bargaining Unit members are prohibited from working off-duty for a period of time in excess of five (5) hours on a day in which the officer is scheduled to work the midnight shift.

b) Bargaining Unit members are prohibited from working off-duty for more than twenty-five (25) hours during each and any week, with the exception that this limitation shall not apply to such Members working off-duty during annual leave.

c) Bargaining Unit members are prohibited from working more than one off-duty job of greater than 5 hours and a midnight shift back to back without an 8 hour break in between them.

Exceptions to provisions a, b & c may be made by the Police Chief or his designee. Policies and procedures concerning off-duty work and off-duty wages shall be mutually agreed upon by the Union and the Police Chief.

Any Bargaining Unit member who is found to have sustained a compensable line-of duty

injury while working on an assigned off-duty law enforcement assignment authorized by the City will, for the purpose of this Article, be considered "on the job" and will be granted Workers' Compensation benefits in accordance with applicable Florida State Statutes; and will be granted supplemental pay from the date of the injury or illness in accordance with Article VII of Chapter 15, Sections 15-201 through 15-207 of the Code of Ordinances of the City of North Miami. Nothing in this paragraph shall be construed to relieve any third party so employing off-duty Bargaining Unit members from said party's responsibilities under Workers' Compensation laws, nor shall the City assume the responsibilities of said employers.

Effective October 1, 2018, the rates of pay for off duty details will increase by ten dollars (\$10.00) per hour above what they were as of September 30, 2018.

ARTICLE 42. CITY GRIEVANCE PROCEDURE

Recognizing that the City may wish to file a grievance against the Union due to Union violations of a specific provision or provisions of this agreement, the following procedure shall apply in such instances:

- STEP A: The City shall reduce the grievance to writing within three (3) calendar days following discovery or recognition of a Union violation of part or parts of the agreement and submit a notice of grievance to the president of the Union within three (3) calendar days. If not submitted within the stated time limit, the grievance shall be automatically considered as abandoned.
- STEP B: The Union president shall take direct action to provide a remedy for the grievance as deemed appropriate in order to provide a remedy to the subject grievance.
- STEP C: The Union shall respond in writing to the City Manager or his designated representative within fifteen (15) calendar days of receiving notice of grievance. Failure to reply to the City within the prescribed time limits shall be construed as Union rejection of the subject grievance and will entitle the City to take the grievance to the next step within the grievance procedure.
- STEP D: If, after receiving the Union's reply to the notice of grievance within the appropriate time frame, the grievance is not satisfactorily resolved, such grievance shall be presented to an impartial neutral for final resolution in accordance with the provision of Article 24, "Arbitration of Grievances."

ARTICLE 43. MILITARY LEAVE

A. The City will comply with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and Chapter 115, Florida Statutes.

B. Upon returning from military leave, an employee will be reinstated at the same pay grade/step he or she earned prior to taking military leave, in addition to any cost of living increases that were given during the leave. An employee may request, in writing to his supervisor, adjustments to schedules for military weekend drills. Such requests shall be submitted at least fourteen (14) days prior to the drill date. Determinations under this Article are not grievable or arbitrable, but the employee may request a review by the Police Chief.

ARTICLE 44. DRUG AND ALCOHOL TESTING

1. The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on City government, the Department's operations, the image of City employees, the general health, welfare, and safety of the employees, and to the general public at large. As to all drug and alcohol testing subject to this Article, other than random testing, the parties agree that the City shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, drugs, or alcohol. For random drug and alcohol testing, Bargaining Unit members must submit only to urine testing, or other type of testing with the consent of the Union, to detect the presence of any controlled substance, drugs, or alcohol.

2. Bargaining Unit members are prohibited at all times from using or being under the influence of drugs or controlled substances. Bargaining Unit members are prohibited from selling or possessing drugs or controlled substances except in the course and scope of their official duties. "Drugs or controlled substances" as used in this Article shall be defined as illegal substances, controlled substances, substances which may legally be prescribed but which are not prescribed for the particular employee and/or prescribed drugs used by the particular employee in non-conformance with the prescription.

Bargaining Unit members are prohibited from consuming alcohol on duty. Bargaining Unit members are also prohibited from abusing alcohol off duty to the extent that, when the Bargaining Unit member is on duty, such use and/or abuse renders him unable to perform the essential functions of his job.

3. The City has the right to randomly drug/alcohol test up to fifty percent (50%) of all Bargaining Unit members during the contract period. No member shall be randomly tested more than two (2) times during the contract period.

The City also has the right to drug/alcohol test any Bargaining Unit member who:

- a. is being promoted;
- b. while on duty or while operating a City vehicle is the operator of a vehicle involved in a vehicular accident which accident resulted in property damage greater than \$1000.00 or resulted in any involved party going to the hospital with injury(ies);
- c. is involved in any Workers' Compensation incident or accident which requires immediate medical attention for any person; or
- d. is receiving a transfer to any of the following units: i) Internal Affairs; ii) D.A.R.E.; iii) School Resources; iv) Park Police; v) SIU; vi) CSU; and vii) any other unit mutually agreed upon by the Police Chief and the Union.

4. In addition to random testing, the City may apply the reasonable suspicion standard, as defined by applicable law, in ordering testing for drugs, controlled substances, and/or alcohol, as appropriate.

5. It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the City's legitimate inquiry into the use of any controlled substance, drugs, or alcohol by its employees.

6. All tests shall be analyzed in medical laboratories licensed and approved by the Agency for Health Care Administration using criteria established by the US Department of

Health and Human Services. The standards to be used for employee drug testing are those provided for by Chapter 440.01, et seq., Florida Statutes [Florida Drug-Free Workplace Act], for "special risk" employees, and the City's existing Drug Free/Alcohol Free Workplace Policy, Administrative Regulation 1-72, as it may be amended from time to time, which is applicable to the Bargaining Unit members. In the event of a conflict between that policy and this Agreement, the terms of the Agreement will prevail. Accordingly, in the event an employee's test results are positive, a second test, different from the first, shall be conducted in accordance with Chapter 440, Florida Statutes, and the City's Policy to verify the results.

The City shall notify any Bargaining Unit member who has been tested pursuant to this Article of his right to obtain the test result by giving to the Bargaining Unit member a Request for Test Results form in the format provided at Appendix G. To obtain a copy of his test results, the Bargaining Unit member must sign the Request and return it to the Personnel Director, or his designee.

Confirmed positive results of any test conducted pursuant to this Article shall be handled as part of an Internal Affairs Investigation. Tests results are not to be made public unless required by law.

7. Following a determination that an employee violated this Article, the employee may be subject to discipline up to and including termination from employment. However, if an employee is subjected to random testing for alcohol, and a determination is made that the employee had an alcohol concentration of 0.02 or higher, but lower than 0.04, then the employee, so long as the determination is the first such determination during his employment with the City, shall be referred to a rehabilitation program and subject to discipline up to, but excluding, termination. Furthermore, after completion of the rehabilitation program, the employee may be

subject to random follow-up testing as provided in the City's Administrative Regulation. Additionally, if during the follow-up testing period, the employee possesses, uses, is under the influence, or tests positive for alcohol or drugs while at work or while operating any City or personal vehicle on or off duty, or if the employee's off-duty alcohol or drug consumption affects in any way his job performance and/or attendance, the employee will be immediately removed from employment with the City and shall not have the right to contest the removal in any way.

8. The parties agree that any employee refusing to submit to testing in accordance with the provisions of this Article may be subject to discipline up to and including termination from employment.

9. Tests will not be administered in mobile units.

ARTICLE 45. TRAINING

On a monthly basis, the City shall post a list of all training courses to which the City is considering sending members of the Union. The City shall use its best efforts to give all Union members an opportunity to receive appropriate and relevant training.

The provisions of this Article and the City's decision as to which members of the Union receive training are not grievable.

Procedures for assignment of training among Bargaining Unit members may be a topic of discussion of the Labor Management Committee.

ARTICLE 46. TAKE HOME VEHICLE PROGRAM

1. Eligibility:
 - A. Bargaining Unit members must live within a 30 mile radius of the main police station.
 - B. Officers must be in permanent status.
2. Use of Vehicles Off Duty:
 - A. Residents of the City of North Miami.
 - 1) Unlimited personal use within the City. (Except for bars & lounges)
 - 2) Use outside the City is restricted to Portal to Portal court appearances, except as otherwise approved by the Police Chief or his designee.
 - 3) May not transport any non-sworn City personnel or any other person, in the vehicle without approval of the Police Chief or his designee.
 - B. Residents outside the City of North Miami.
 - 1) Portal to Portal, to Station or Court only, unless other use approved by the Police Chief or his designee.
 - 2) May not transport any non-sworn City personnel or any other person in the vehicle, without approval of the Police Chief or his designee.
3. Other Requirements:
 - a. All fueling, washing, waxing, etc. of vehicle will take place on duty.
 - b. Mechanical maintenance of the vehicle is prohibited unless specifically authorized. Prohibition does not include changing of flat tires.
 - c. Bargaining Unit members taking leave of four (4) days or more shall leave their take home vehicle at the station during the period of their leave.

- d. Specific rules regarding this program are in the City's Administrative Regulation 1-56.
- e. Officers in the program who reside outside the City within a 30 mile radius will be charged a use fee of \$.30 per mile from their residence to the City limits of City of North Miami. This use fee shall not apply to officers assigned as Field Training Officers, irrespective of whether or not they are actively training._ The maximum number of vehicles allowed to participate in this program shall be 60 vehicles.
- f. Unit employees utilizing City motorcycles shall be charged a fee which is 46.67 percent of the fee specified in Section e. This fee shall not apply to unit employees assigned as Field Training Officers, irrespective of whether or not they are actively training.
- g. Injuries sustained by officers driving a take home vehicle off-duty shall not be considered an on the job injury.

ARTICLE 47. CONCLUSION

If any provision of this Collective Bargaining Agreement is in conflict with any law, ordinance or resolution over which the City Manager has no amendatory power, the City Manager shall submit to the City Council a proposed amendment to such a law, ordinances or resolutions, within ninety (90) calendar days. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provisions of the collective Bargaining Agreement shall not become effective. The City administration shall expedite such proposed amendments to the City Council.

ON THE PART OF THE UNION:

UNION PRESIDENT

Signature: _____

Print Name: _____

Date: _____

UNION REPRESENTATIVE

Signature: _____

Print Name: _____

Date: _____

UNION ATTORNEY

Signature: _____

Print Name: _____

Date: _____

APPROVED AS TO FORM:

CITY ATTORNEY

Signature: _____

Print Name: _____

Date: _____

SPECIAL COUNSEL TO THE CITY

Signature: _____

Print Name: _____

Date: _____

ON THE PART OF THE CITY:

ATTEST:

CITY MANAGER

Signature: _____

Print Name: _____

Date: _____

CITY CLERK

Signature: _____

Print Name: _____

Date: _____

PERSONNEL DIRECTOR

Signature: _____

Print Name: _____

Date: _____

APPENDIX A

City of North Miami Classification and Pay Plan					
PBA Positions					
Effective: October 1, 2018 - September 30, 2019					
Class Number	Class Title	Numerical Pay Grade	Union/ Non Union	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
705	POLICE OFFICER	280	U	57,990	85,862
710	POLICE SERGEANT	315	U	68,723	101,608

City of North Miami Classification and Pay Plan					
PBA Positions					
Effective: October 1, 2019 - September 30, 2020					
Class Number	Class Title	Numerical Pay Grade	Union/ Non Union	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
705	POLICE OFFICER	280	U	59,155	87,589
710	POLICE SERGEANT	315	U	70,096	103,646

City of North Miami Classification and Pay Plan					
PBA Positions					
Effective: October 1, 2020 - September 29, 2021					
Class Number	Class Title	Numerical Pay Grade	Union/ Non Union	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
705	POLICE OFFICER	280	U	60,341	89,336
710	POLICE SERGEANT	315	U	71,490	105,706

City of North Miami Classification and Pay Plan					
PBA Positions					
Effective: September 30, 2021					
Class Number	Class Title	Numerical Pay Grade	Union/ Non Union	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
705	POLICE OFFICER	280	U	61,547	91,125
710	POLICE SERGEANT	315	U	72,925	107,827

SALARY SCHEDULE (POLICE BARGAINING UNIT MEMBERS)
EFFECTIVE:10/01/2018 - 09/30/2019
Removing Step 1 & 2, Adding Step 9, and 2% COLA

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
280	Annual	\$57,990.40	\$60,964.80	\$64,043.20	\$67,371.20	\$70,782.40	\$74,256.00	\$77,875.20	\$81,764.80
	Monthly	\$4,833	\$5,080	\$5,337	\$5,614	\$5,899	\$6,188	\$6,490	\$6,814
	Weekly	\$1,115.06	\$1,172.47	\$1,231.72	\$1,295.40	\$1,361.16	\$1,427.98	\$1,497.74	\$1,572.54
	Hourly	\$27.88	\$29.31	\$30.79	\$32.39	\$34.03	\$35.70	\$37.44	\$39.31
31S	Annual	\$68,723.20	\$72,113.60	\$75,649.60	\$79,497.60	\$83,616.00	\$87,630.40	\$92,144.00	\$96,761.60
	Monthly	\$5,727	\$6,009	\$6,304	\$6,625	\$6,968	\$7,303	\$7,679	\$8,063
	Weekly	\$1,321.65	\$1,386.79	\$1,454.87	\$1,528.83	\$1,607.84	\$1,685.16	\$1,772.15	\$1,860.82
	Hourly	\$33.04	\$34.67	\$36.37	\$38.22	\$40.20	\$42.13	\$44.30	\$46.52

CITY OF NORTH MIAMI
SALARY SCHEDULE (POLICE BARGAINING UNIT MEMBERS)
EFFECTIVE:10/01/2019 - 09/30/2020 (2% COLA)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
280	Annual	\$59,155.20	\$62,192.00	\$65,332.80	\$68,723.20	\$72,196.80	\$75,732.80	\$79,435.20	\$83,408.00	\$87,588.80
	Monthly	\$4,929	\$5,182	\$5,444	\$5,727	\$6,017	\$6,312	\$6,619	\$6,950	\$7,298
	Weekly	\$1,137.50	\$1,195.85	\$1,256.23	\$1,321.51	\$1,388.42	\$1,456.56	\$1,527.55	\$1,603.85	\$1,684.22
31S	Hourly	\$28.44	\$29.90	\$31.41	\$33.04	\$34.71	\$36.41	\$38.19	\$40.10	\$42.11
	Annual	\$70,096.00	\$73,548.80	\$77,168.00	\$81,078.40	\$85,280.00	\$89,377.60	\$93,995.20	\$98,696.00	\$103,646.40
	Monthly	\$5,841	\$6,130	\$6,430	\$6,757	\$7,107	\$7,449	\$7,833	\$8,225	\$8,637
	Weekly	\$1,348.03	\$1,414.54	\$1,483.90	\$1,559.38	\$1,640.16	\$1,718.90	\$1,807.60	\$1,898.02	\$1,993.08
	Hourly	\$33.70	\$35.36	\$37.10	\$38.98	\$41.00	\$42.97	\$45.19	\$47.45	\$49.83

CITY OF NORTH MIAMI
SALARY SCHEDULE (POLICE BARGAINING UNIT MEMBERS)
EFFECTIVE:10/01/2020 - 09/29/2021 (2% COLA)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
280	Annual	\$60,340.80	\$63,419.20	\$66,622.40	\$70,096.00	\$73,632.00	\$77,251.20	\$81,016.00	\$85,072.00	\$89,336.00
	Monthly	\$5,028	\$5,286	\$5,553	\$5,841	\$6,137	\$6,438	\$6,752	\$7,089	\$7,444
	Weekly	\$1,160.25	\$1,219.76	\$1,281.36	\$1,347.94	\$1,416.19	\$1,485.69	\$1,558.10	\$1,635.92	\$1,717.91
315	Hourly	\$29.01	\$30.49	\$32.03	\$33.70	\$35.40	\$37.14	\$38.95	\$40.90	\$42.95
	Annual	\$71,489.60	\$75,025.60	\$78,707.20	\$82,700.80	\$86,985.60	\$91,166.40	\$95,867.20	\$100,672.00	\$105,705.60
	Monthly	\$5,958	\$6,252	\$6,559	\$6,892	\$7,250	\$7,598	\$7,990	\$8,389	\$8,809
	Weekly	\$1,374.99	\$1,442.83	\$1,513.57	\$1,590.56	\$1,672.96	\$1,753.28	\$1,843.75	\$1,935.98	\$2,032.94
	Hourly	\$34.37	\$36.07	\$37.84	\$39.76	\$41.82	\$43.83	\$46.09	\$48.40	\$50.82

CITY OF NORTH MIAMI
SALARY SCHEDULE (POLICE BARGAINING UNIT MEMBERS)
EFFECTIVE:09/30/2021 (2% COLA)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
280	Annual	\$61,547.20	\$64,688.00	\$67,953.60	\$71,489.60	\$75,108.80	\$78,811.20	\$82,638.40	\$86,777.60	\$91,124.80
	Monthly	\$5,128	\$5,391	\$5,664	\$5,958	\$6,260	\$6,567	\$6,887	\$7,231	\$7,593
	Weekly	\$1,183.46	\$1,244.16	\$1,306.98	\$1,374.90	\$1,444.52	\$1,515.41	\$1,589.27	\$1,668.64	\$1,752.27
31S	Hourly	\$29.59	\$31.10	\$32.67	\$34.37	\$36.11	\$37.89	\$39.73	\$41.72	\$43.81
	Annual	\$72,924.80	\$76,523.20	\$80,288.00	\$84,364.80	\$88,732.80	\$92,996.80	\$97,801.60	\$102,689.60	\$107,827.20
	Monthly	\$6,077	\$6,377	\$6,690	\$7,030	\$7,394	\$7,750	\$8,149	\$8,557	\$8,986
	Weekly	\$1,402.49	\$1,471.68	\$1,543.85	\$1,622.37	\$1,706.42	\$1,788.35	\$1,880.62	\$1,974.70	\$2,073.60
	Hourly	\$35.06	\$36.79	\$38.60	\$40.56	\$42.66	\$44.71	\$47.02	\$49.37	\$51.84

APPENDIX B

EMPLOYEE _____
Name Classification Division Head

ACT ARTICLE(S) ALLEGEDLY VIOLATED _____

DATE OF OCCURRENCE _____

STEP II: NATURE OF GRIEVANCE/STATEMENT OF FACTS

ASSOCIATION REPRESENTATIVE'S SIGNATURE _____

EMPLOYEE'S SIGNATURE _____ DATE FILED _____

POLICE CHIEF'S REPLY:

POLICE CHIEF _____ RETURNED _____ GRIEVANT _____
Signature Date Signature

STEP III:
ELECTION OF REMEDY: PROCEED WITH GRIEVANCE PROCEDURE _____

PROCEED WITH OTHER METHOD OF APPEAL _____

EMPLOYEE COMMENTS ON STEP II PROCEDURE:

CITY MANAGER'S REPLY:

CITY MANAGER _____ RETURNED _____ GRIEVANT _____
Signature Date Signature

APPENDIX C

CITY OF NORTH MIAMI - 2018 PLAN YEAR INSURANCE RATES

Effective 01/01/18 - 12/31/18

NHP-HMO = Neighborhood Health Partnership - HMO

UHC-HMO = United Healthcare Modified HMO

UHC-POS = United Healthcare Point of Service

Vision = United Healthcare-Spectura Vision

DMO = United Healthcare Dental - HMO

DPPO = United Healthcare Dental - Preferred Provider Option

For Full-time Employees (weekly rate)

MEDICAL	New-NHP HMO	NHP HMO	UHC HMO	UHC POS		Vision	DENTAL	DMO	DPPO
EE Only	\$0.00	\$10.00	\$106.37	\$201.17		\$1.70	EE Only	\$0.00	\$6.85
EE+Spouse	\$96.38	\$136.95	\$343.19	\$546.06		\$3.41	EE+1	\$2.34	\$16.78
EE+Child(ren)	\$79.71	\$116.40	\$308.66	\$728.55		\$3.58	EE+Fam	\$4.94	\$27.41
EE+Family	\$174.07	\$238.17	\$528.93	\$814.93		\$4.50			

Monthly Premiums

Effective 01/01/2018 - 12/31/2018

MEDICAL	New-NHP HMO	NHP HMO	UHC HMO	UHC POS	Out of Area	Vision	DENTAL	DMO	DPPO
EE Only	\$497.90	\$614.12	\$1,031.74	\$1,442.52	\$1,609.74	\$7.38	EE Only	\$13.53	\$43.20
EE+Spouse	\$1,065.53	\$1,314.25	\$2,207.95	\$3,087.03	\$3,553.76	\$14.79	EE+1	\$23.67	\$86.25
EE+Child(ren)	\$993.32	\$1,225.18	\$2,058.33	\$3,877.86	\$3,210.42	\$15.50	EE+Fam	\$34.95	\$132.31
EE+Family	\$1,502.20	\$1,852.84	\$3,112.82	\$4,352.16	\$4,855.09	\$19.49			

**North Miami Police Department
Police-Involved Shooting Log**

None for 2013 and 2014				
	Type of Shooting	Officer	Investigator	
AR 15-02	2015-13104	Contact	N. Johnson	Gaudio
AR 15-03	2015-26457	Non-Contact (Accidental Discharge)	N. Seda	Gaudio
AR 16-04	2016-22884	Contact	J. Aleda	Gaudio / FDLE
AR 16-05	2016-28246	Contact	B. Becker	S. Zuniga/FDLE
AR 16-06	2016-31078	Non-Contact (Accidental Discharge)	J. Pascua	Rhymer
AR 16-07	2016-40273	Non-Contact	Loguerre & Baez	Rhymer
None for 2018				
<p>No final memo from SAO, but it will be cleared. No administrative action expected.</p> <p>Sustained (Failure to Maintain Firearm under control) Written Counseling</p> <p>Officer Arrested/Trial/Guilty/Terminated by NMMPD</p> <p>Case Cleared by FDLE and SAO</p> <p>Training Recommendation</p> <p>Case Cleared by FDLE and SAO</p>				



North Miami Police Report

Summary

Print Date/Time: 07/17/2019 14:30
Login ID: msalaverria
Case Number: 2015-00013104

ORI Number: North Miami Police Department
FL0131800

Case

Case Number: 2015-00013104
Location: 1900 SANS SOUCI BLVD
NORTH MIAMI, FL 33181
Reporting Officer ID: 427 - Vitale

Incident Type: Attempt Murder
Occurred From: 04/14/2015 08:30
Occurred Thru: 04/14/2015 08:50
Disposition: Cleared by Arrest
Disposition Date: 04/14/2015
Reported Date: 04/14/2015 08:53 Tuesday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	130A	782.065	Attempt Murder LEO	1
2	State	130A	790.19	Shoot or Throw Missile Into Occupied Dwelling/Vehicle	1

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Suspect	1	Armand, Franzly Chery	8837 N CRESCENT DR Miramar, FL 33025	(305)654-5782	Black	Male	11/26/1985 29
Victim	1	Johnson, Neil, Ofc	700 NE 124TH ST NORTH MIAMI, FL 33161	(305)891-8111	White	Male	

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
15723 A	Armand, Franzly Chery	1900 SANS SOUCI BLVD NORTH MIAMI, FL 33181	04/14/2015 09:30	Felony Charge	29

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Vehicles

No.	Role	Vehicle Type	Year Make	Model	Color	License Plate	State
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OfficerID: avitale, Narrative

A BOLO was issued over our county radios in reference to a City of Miami Officer had his marked City of Miami Police vehicle # 27144, tag # XA4043, stolen from him during a traffic stop where there were shots fired and a victim shot. See City Of Miami Case #150414109647.

A few moments later the dispatcher advised that the marked police vehicle was approaching Biscayne Blvd and NE 95 St.

The subject then continued to North Miami and was traveling eastbound on NE 123 St. at approximately NE 15 Ave. and was shooting a rifle (Kel-tec .233) out of the window, in the air, and at oncoming vehicles. See case NMPD case # 2015-13103.

Officer Johnson who was working an off duty at the Sans Souci Gate got on the radio advising he had a priority where shots were being fired in the area of 1900 Sans Souci Blvd.

I arrived on scene as a back up officer I witnessed the marked City of Miami Police vehicle running in the parking lot of 1900 Sans Souci Blvd with several bullet holes in the rear and front windows.

The subject was on the ground with several other officers and MDR # 20 under alarm # 5079799 providing treatment. The subject was then transported to Jackson Ryder Trauma by rescue for treatment. Next to the subject was a black (Kel-tec .223, serial # P2051) that was possible used in all the shootings.

North Miami Detective Gaudio responded and took over the investigation.

NMPD Crime SceneTech Zapata and City Of Miami Crime Scene Investigator Yen responded and processed the scene.

A crime scene log was completed and attached for reference.



Incident Report

Print Date/Time: 07/17/2019 14:33
Login ID: msalaverria

North Miami Police Department
ORI Number: FL0131800

Incident: 2015-00026457

Incident Date/Time: 7/31/2015 9:30:00 AM
Location: 700 NE 124TH ST
NORTH MIAMI FL 33161
Phone Number:
Report Required: Yes
Prior Hazards: No
LE Case Number: 2015-00026457

Incident Type: Miscellaneous Incident
Venue: NM Default
Source: Officer Initiated
Priority: Routine
Status: Routine
Nature of Call:

Unit/Personnel

Unit	Personnel
611	322-Gaudio

Person(s)

No.	Role	Name	Address	Phone	Race	Sex	DOB
-----	------	------	---------	-------	------	-----	-----

Vehicle(s)

Role	Type	Year	Make	Model	Color	License	State
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Disposition(s)

Disposition	Count
Incident Report	1

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Prior to a swat operation there was an accidental discharge in the swat van by one of the swat members. See investigations supplement.



Incident Report

Print Date/Time: 07/17/2019 14:41

Login ID: msalaverria

North Miami Police Department

ORI Number: FL0131800

Incident: 2016-00022884

Incident Date/Time: 7/18/2016 5:00:00 PM
Location: NE 127TH ST / NE 14TH AVE
NORTH MIAMI FL 33161
Phone Number:
Report Required: Yes
Prior Hazards: No
LE Case Number:

Incident Type: Attempted Suicide
Venue: NM Default
Source: Miami Dade Dispatcher
Priority: Code 2
Status: Code 2
Nature of Call:

Unit/Personnel

Unit	Personnel
113	448-Villard
115	453-Travieso
120	324-Reyes
142	428-Crespo
155	351-Joachim
166	366-Laguerre
185	319-Requejado
210	379-Reid
211	422-Aledda
212	423-Bernadeau
216	441-Numa
277	391-Carter
281	447-Warren
321	395-Portales
367	433-Bony
378	449-Salien
399	371-Lao
400	334-Hollant
499	424-Llerena
611	322-Gaudio
613	357-Zuniga
616	406-Perez
722	438-Buissereth
813	369-Mirjah

Person(s)



Incident Report

Print Date/Time: 07/17/2019 14:41

Login ID: msalaverria

North Miami Police Department

ORI Number: FL0131800

No.	Role	Name	Address	Phone	Race	Sex	DOB
	E911 Caller	MDPD	<UNKNOWN>				
1	Other	Soto, Amaldo	1365 NE 128TH ST NORTH MIAMI FL 33161	(786)355-8054	White	Male	
2	Other	King, Vickie	1365 NE 128TH ST NORTH MIAMI FL 33161	(786)355-8054	Black	Female	
3	Other	Joachim, Pinkey	700 NE 124TH ST NORTH MIAMI FL 33161	(305)891-0294			
4	Other	Kinsey, Charles H	2635 WILEY ST Hollywood FL 33020	(786)543-8062	Black	Male	11/18/1969

Vehicle(s)

Role	Type	Year	Make	Model	Color	License	State
------	------	------	------	-------	-------	---------	-------

Disposition(s)

Disposition	Count
Incident Report	1

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
------	------	------	------	-------	-------------	---------	----------

Officers responded to NE 129 ST/14 AVE in reference to a male with a gun to his head, attempting to commit suicide.

The investigation was turned over to North Miami's Investigation Unit, due to an officer involved shooting.

No other information.



North Miami Police Report

Summary

Print Date/Time: 07/17/2019 16:19
Login ID: msalaverria
Case Number: 2016-00028246

ORI Number: North Miami Police Department
FL0131800

Case

Case Number: 2016-00028246
Location: NE 143 ST / NE 2 CT
FL
Reporting Officer ID: 357 - Zuniga

Incident Type: Assault/Battery LEO
Occurred From: 09/09/2016 16:40
Occurred Thru: 09/09/2016 16:40
Disposition: Cleared by Arrest
Disposition Date: 09/09/2016
Reported Date: 09/09/2016 16:40 Friday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	130A	784.07(2)(d)	Agg Battery LEO	1
2	State	9000	810.08	Trespass In Structure/Conveyance	1
3	State	7777	777.7777(7777)	Stolen Vehicle Recovery Other Jurisdiction	1

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Arrestee	1	Wright, Johvan Kennanstanle	12625 NW MIAMI CT NORTH MIAMI, FL 33168	(305)303-7187	Black	Male	03/31/2000 16
Arrestee	2	Leclerc, Amos	14720 PIERCE ST Richmond Heights, FL 33176	(305)628-0699	Black	Male	04/10/1999 17
Other	1	Stanleova, Antoaneta	20900 BISCAYNE BLVD Aventura, FL 33167	(305)682-7000			
Other	2	Aventura Hospital	20900 BISCAYNE BLVD Aventura, FL 33180	(305)682-7000			
Proprietor	1	Thelamy, Samuel	10505 NW 10 AVE Miami, FL 33150	(786)661-5008	Black	Male	09/09/1995 21
Victim	1	Becker, Brian	700 NE 124TH ST NORTH MIAMI, FL 33161	(305)891-0294			

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
1617 J	Wright, Johvan Kennanstanle	14312 NE 2ND CT	09/09/2016 16:40	Felony Charge	16
1618 J	Leclerc, Amos	14312 NE 2ND CT	09/09/2016 16:40	Misdemeanor Charge	17

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
09/09/2016	Recovered for Other Juris	Motor Vehicle	Nissan	Altima	Front bumper damage, passenger side damage, bullet holes		

Vehicles

No.	Role	Vehicle Type	Year Make	Model	Color	License Plate	State
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OfficerID: szuniga, Narrative

On the above date and time, Detective Brian Becker (ID 398), who was in an unmarked Dodge Ram pick-up truck, was patrolling the area of NE 137 Street and NE 6 Avenue, when he noticed a black Nissan Altima (Florida tag GGJ M20) running stop signs and speeding in a residential area. As Detective Becker attempted to get close enough, to conduct a traffic stop, Wright (who was the driver) and Leclerc, (who was the front passenger), pulled into the rear parking lot of Linda Lentin K-8 Charter School. As Detective Becker activated his police lights (red and blue on the visor) in his truck. Wright's vehicle drove towards Detective Becker and rammed into the front passenger side of his vehicle, in attempt to flee the area. Wright then struck Detective Becker's vehicle a second time on the right rear passenger side. Detective Becker was injured. Detective Becker discharged his service weapon, striking the subject vehicle several times. The subject vehicle came to rest a short time after the impact, and both Wright and Leclerc were taken into custody.

Wright sustained a gunshot wound to his left bicep and was transported to Aventura Hospital Trauma. Leclerc was transported to the North Miami Police Department interviewed and subsequently arrested.

The vehicle was reported stolen from MD PD (case # PD160909341846) on 09/09/2016 at approximately 01:00.

The North Miami Communications Operator was contacted to send a teletype to the issuing agency of the stolen vehicle recovery.

See investigative supplement for further information.



North Miami Police Report

Summary

Print Date/Time: 07/17/2019 16:25
Login ID: msalaverria
Case Number: 2016-00031078

ORI Number: North Miami Police Department
 FL0131800

Case

Case Number: 2016-00031078
Location: 1825 NE 149TH ST
 NORTH MIAMI, FL 33181
Reporting Officer ID: 363 - Holst

Incident Type: Burglary, Structure
Occurred From: 10/07/2016 00:16
Occurred Thru: 10/07/2016 00:19
Disposition: Cleared by Arrest
Disposition Date: 10/07/2016
Reported Date: 10/07/2016 00:19 Friday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	2200	810.02	Burglary to Structure	1
2	State	130B	843.01	Resist Arrest With Violence	1
3	State	230I	812.014(2)(c)	Grand Theft- All Other Thefts	1

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Arrestee	1	Holinka, Jeffrey	1125 NE 110 TER MIAMI, FL 33161	(786)270-7832	White	Male	10/26/1984 31
Proprietor	1	Haylock, David Gordon	1825 NE 149TH ST NORTH MIAMI, FL 33181	(305)945-6789	White	Male	02/25/1938 78
Victim	2	Urbizo, Jose	700 NE 124TH ST NORTH MIAMI, FL 33161	(305)891-0294			
Victim	3	Pascua, Jhun	700 NE 124TH ST NORTH MIAMI, FL 33161	(305)891-8111	Oriental	Male	
Victim	4	Holmes, Tory	700 NE 124TH ST NORTH MIAMI, FL 33161	(305)891-0294			
Victim	5	IMAGE DEVICES INTERNATIONAL	1825 NE 149TH ST NORTH MIAMI, FL 33181	(305)945-2020			

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
18993 A	Holinka, Jeffrey	1825 NE 149TH ST NORTH MIAMI, FL 33181	10/07/2016 00:59	Felony Charge	31

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
10/07/2016	Stolen	Computer Equipment			Sandisk 64 gb sd memory card		
10/07/2016	Stolen	Computer Equipment			Sandisk 32 gb memory card extreme pro		
10/07/2016	Stolen	Electronics			Newmowa battery charger		
10/07/2016	Stolen	Electronics			Sony battery model NP-FW50		
10/07/2016	Stolen	Miscellaneous			Canon battery model LP-E6		



North Miami Police Report

Summary

Print Date/Time: 07/17/2019 16:25
Login ID: msalaverria
Case Number: 2016-00031078

ORI Number: North Miami Police Department
FL0131800

Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State
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OfficerID: rholst, Narrative

Units were dispatched to the listed location in reference to an audible alarm sounding at the business (Super Group International). The alarm company, Security Circle, reported activation from multiple motion perimeters. Upon arrival, I made contact with Mr. Haylock, the owner of the business. Mr. Haylock advised that a garbage can, which was not his, had been placed under one of the A/C units on the east side of his business and the A/C unit appeared to have been pounded on with something. I observed damage to the unit, however it was still intact and in the wall. Mr. Haylock showed me another A/C unit in the rear of the business on the northwest wall. That A/C unit had been pushed out of the wall and into the building, indicating the possibility that someone had gained entry.

I requested that additional units respond. Additional units responded and established a perimeter around the building. K-9 Officer P. Lao responded with his K-9 partner, Diesel.

Mr. Haylock provided a key and unlocked the front door on the southwest side of the business.

The door was opened and Officer Lao announced police and K-9 presence. Noise was then heard from the southeast front door which sounded like someone trying to open the door and get out. While Mr. Haylock was looking for the key to the southeast door, units at the rear of the business, in the alleyway (north side) advised that the suspect was at the rear door of the business.

The units in the rear, Officers Pascua, Urbizo, and Sgt. Holmes encountered the suspect when he was trying to exit the rear of the business. The officers attempted to take the suspect into custody, but he physically resisted their efforts. Officers gave loud, verbal commands to get on the ground. The suspect failed to comply with those orders and continued his efforts to escape arrest. Officer Urbizo pulled the suspect out of the business after he turned and tried to re-enter the business.

Officer Pascua still had his firearm in hand as he attempted to assist Officer Urbizo with taking the suspect into custody. At some point during the physical confrontation with the suspect, Officer Pascua discharged one round from his firearm by accident. No one was struck by the round and the suspect was taken into custody. A search of the suspect incident to arrest revealed numerous batteries that had been taken from the business. The total amount of theft was estimated over \$500.

The officers did suffer abrasions and bruises to various parts of their bodies as a result of the physical encounter with the suspect.

See supplemental reports for the specific involvement of each officer.

I confirmed with Mr. Haylock that no one had permission to be in the business. The North Miami Police detective bureau was notified and responded to the scene. The suspect was identified as Mr. Jeffrey Holinka by Florida Driver License. Mr. Holinka was arrested and transported to the NMPD station. Mr. Holinka was interviewed at the NMPD station by Detective Rhymer where he admitted to the above post Miranda. Following processing at the NMPD station, Mr. Holinka was transported to TGK.

Note This offense occurred during a STATE OF EMERGENCY due to Hurricane Matthew.



North Miami Police Report

Summary

Print Date/Time: 07/17/2019 16:34
Login ID: msalaverria
Case Number: 2016-00040273

ORI Number: North Miami Police Department
FL0131800

Case

Case Number: 2016-00040273
Location: 1410 NW 120TH ST
NORTH MIAMI, FL 33167
Reporting Officer ID: 452 - Norfleet

Incident Type: Attempt Murder
Occurred From: 12/29/2016 18:30
Occurred Thru: 12/29/2016 18:30
Disposition: Cleared by Arrest
Disposition Date: 12/30/2016
Reported Date: 12/29/2016 18:43 Thursday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	130A	782.065	Attempt Murder LEO	2
2	State	130A	843.01	Resist Arrest With Violence	1

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Arrestee	1	Roberts, Derrick Deshun	1410 NW 120TH ST NORTH MIAMI, FL 33167	(786)506-2904	Black	Male	04/02/1970 46
Victim	1	Laguerre, Paul	700 NE 124TH ST NORTH MIAMI, FL 33161	(305)891-0294	Black	Male	02/11/1973 43
Victim	2	Baez, Roldan	700 NE 124TH ST NORTH MIAMI, FL 33161	(305)891-0294			
Witness	1	Borgella, Steven	1245 NE 142ND ST NORTH MIAMI, FL 33161	(786)296-4570	Black	Male	07/13/1992 24
Witness	2	Smith, Charnae Jasmine	1410 NW 120TH ST NORTH MIAMI, FL 33167	(786)518-8234	Black	Female	10/02/1991 25
Witness	3	Roberts, Icilida Thomas	1410 NW 120TH ST NORTH MIAMI, FL 33167	(786)325-7347	Black	Female	11/25/1971 45

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
19329 A	Roberts, Derrick Deshun	1410 NW 120TH ST NORTH MIAMI, FL 33167	12/30/2016 00:50	Felony Charge	46

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Vehicles

No.	Role	Vehicle Type	Year Make	Model	Color	License Plate	State
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OfficerID: snorfleet, Narrative

I responded to the above location, in reference an emergency, officer in need of assistance.

I responded and held a perimeter point at 119 ST NW 14th Ave.

I was told by Sgt. Holmes that Officer Baez and Officer Laguerre were issuing a restraining order to Mr. Roberts.

I was advised by Sgt Holmes that at some point of time while the officers were inside the residence, the subject fired shots at the them.

The officers then fired back at Mr. Roberts and tactically retreated the home. The subject barricaded himself inside the residence.

Officers then set up a perimeter and requested Aviation, Swat, Hostage Negotiators, and Crime Scene to respond to the scene.

Mr. Roberts was taken into custody and transported to the North Miami Police Department for questioning by detectives.

Detectives took over the scene.

I drove Officer Baez to the North Miami Police Department and stayed with him until I was relieved.

Miami Dade Rescue 19 responded Lt. Leal (alarm # 6283604).